

# The Solicitors Journal.

LONDON, JANUARY 23, 1886.

## CURRENT TOPICS.

REFERRING TO OUR REMARKS last week with regard to the course adopted by Mr. Justice CHITTY, under the new ord. 55, r. 74, of directing that all orders made in his chambers, except procedure orders, shall be sent to the registrars to be drawn up as heretofore, we are now enabled to announce that Mr. Justice PEARSON has adopted a similar course.

OF THE LEGISLATION announced for the ensuing session, an interesting feature is the revival of the Criminal Code Bill. This measure, on which an unusual amount of consideration has been bestowed, and which, as last presented, consisted of 131 clauses, was dropped in 1883, after being elaborately discussed in Grand Committee.

CHANCERY APPEALS from Vice-Chancellor BACON and Mr. Justice CHITTY alternately will be taken in Court of Appeal, No. 1, on Monday next, the 25th of January, and afterwards until further notice. Appeals from Mr. Justice KAY, Mr. Justice NORTH, and Mr. Justice PEARSON will be taken in rotation in Court of Appeal, No. 2, until further notice.

THERE ARE doleful complaints from Westminster of the stagnation in parliamentary work. Not only is the number of private Bills for the present session—about 180, we believe, in all—very much under the average, but the Bills themselves are stated to be of a most unsatisfactory character from the professional point of view. There are few important projects, and there is a remarkable absence of the spirit of opposition.

MR. WILLIAM PATERSON has been appointed judge of the County Court Circuit, No. 57, in the place of Judge PETERSDORFF, who has resigned. Mr. PATERSON was called to the bar in January, 1843, and is a member of the South-Eastern Circuit. He has held the position of reporter for the *Law Reports* in the Court of Appeal, and he is also a revising barrister for Sussex. Mr. PATERSON is, perhaps, best known to the profession as the editor of the "Practical Statutes," which have been issued regularly for the past thirty-five years.

THE RECENT CONFERENCE between the Lord Chief Justice and several leading City solicitors as to the trial of City of London actions has resulted in a satisfactory temporary arrangement. After the close of the circuits—viz., on and after the 22nd of February—two courts are to sit for the trial of these actions, one court taking special jury cases, and the other common jury cases. We believe that the intention is that the two courts shall sit until the end of the present sittings, unless the lists are sooner cleared, thus giving a period of over eight weeks with two courts, in place of the single week with four or five courts recently allowed.

TWO OF THE ITEMS in the legislative programme announced in the Queen's Speech, even under political circumstances which do not afford much prospect of legislation, are likely to prove of uncommon interest to lawyers. The Bill "for facilitating the sale

of glebe lands in a manner adapted to the wants of the rural population" is presumably an attempt at once to relieve the clergy of what has, in many cases, become a most serious burden, and at the same time to provide for some novel system of allotments. The Bill for "removing the difficulties which prevent the easy and cheap transfer of land" will be looked for with the keenest interest. The secret of the scheme adopted has been well kept, but we think it is not rash to predict, as we did three months ago, that it will be framed on the general lines of the proposal, based on the Transfer of Land Act, 1875, for the compulsory registration of title on the next dealing with the fee simple, submitted to the Select Committee of the House of Commons on Land Titles by the Land Registry Office, as revived and remodelled by Mr. HOLR, of the Land Registry Office, in October last. The general nature of this proposal was, that on the next conveyance or devise of the fee simple of any land, the person entitled thereunder should execute and leave with the registrar a short document in a prescribed form; and such person should be entered on the register as the proprietor of the land with a possessory title, charges and beneficial interests being protected by *caveats* and by a supplemental register of such interests. It is to be observed, however, that the Queen's Speech refers pointedly to the "cheap transfer of land"; and we gave some time ago reasons for doubting whether such a scheme as that above mentioned would save any expense to the present generation. It remains to be seen how transfer of land is to be made cheap by Act of Parliament.

THE CLOSING of the Courts of Appeal and the courts in the Queen's Bench Division on Thursday, in order that the judges might attend her Majesty at the opening of Parliament, suggests the question whether this ornamental attendance is still desirable. From a very early period the judges of the three common law courts, together with the Master of the Rolls, were members of the *Consilium Regis*, and they are still summoned at the opening of every Parliament by writs under the Great Seal to be "personally present in Parliament with us and with others of our council to treat and give advice." It appears that in ancient times they advised the House of Lords, not only on the construction of existing statutes, but also as to the expediency of passing Bills (see the precedents cited in Macqueen's Practice, p. 53). They were at one time bound to attend the House day by day, and there are not a few instances in the records of the House of rebukes administered to them for their negligence in this respect. In modern times, however, they only attend by special order when their advice is required. A few years ago it seemed not unlikely that even their attendance to advise on judicial matters would fall into desuetude, for, from 1875 to 1879, they were not once summoned for this purpose. The difficult case of *Dallon v. Angus*, however, led to the revival of the practice, seven judges being summoned to attend a re-hearing of the appeal. It is worthy of note that, while the place of the English judges is on the woollacks, the Scotch judges, when ordered to attend, occupy chairs placed below the bar of the House.

THE ANNOUNCEMENT that the Government intend to introduce a Bill to extend the powers of the Railway Commissioners, will be received with satisfaction by the profession and the public. Unless such a measure be passed, the Commission seems to be in some danger of repeating the history of the Court of Common Pleas under the Railway and Canal Traffic Act, 1854, in the stagnation which has followed the activity with which the Act of 1873, for the first few years of its life, endowed it. We believe that the Commission has done its work to the complete

satisfaction of everyone, except, of course, the railway companies, but, as most cases decided by the commissioners afford a guide for the private settlement of numerous subsequent disputes, it is not surprising that the number of cases before the tribunal should diminish. Beyond a reference to the regulation of rates, it is not stated in what direction the jurisdiction of the commissioners is to be extended, but we may note that the House of Commons Committee, in 1882, fully discussed the subject, and if the suggestions then made are included in the Bill, there will be the substitution of the direct appeal by special case for the informal one by prohibition; the appeal to the Court of Appeal direct, and the conferring upon the commissioners of the jurisdiction to enforce obedience to the special Acts of the companies. These provisions should be accompanied, if possible, by a consolidation (as recommended by every committee and commission for the last twenty years) of the special Acts themselves. It will be remembered that the Commission, originally created for five years only by the Act of 1873, has, since 1878, been annually continued by successive Expiring Laws Continuance Acts, so that the question, which is assuredly no party one, may be said to have been inviting legislation for seven years.

IT HAS BEEN STATED that the parish officers in some parts of the country have returned lodgers as liable to serve on juries, thinking that the admission of lodgers to the parliamentary franchise in counties must necessarily have imposed such an obligation as a correlative one. It should be pointed out that only rated householders can legally be placed on the lists from which the "Jurors' Book" is made up annually under the County Juries Act, 1825 (6 Geo. 4, c. 50). The 1st section of that Act mentions, after the freeholders and leaseholders liable to be so entered, "a person who being a householder shall be rated or assessed to the poor rate, or to the inhabited house duty in the county of Middlesex, on a value of not less than thirty pounds, or in any other county on a value of not less than twenty pounds." As lodgers are neither householders nor rateable, they are clearly not liable to serve on juries. The 10th section of the Act provides a process for revising the Jurors' Book annually in September, and for striking out names which ought to have been omitted: see also section 12 of the Juries Act, 1870 (33 & 34 Vict. c. 77). By section 27 of the Act of 1825, the want of qualification in a juror is a cause of challenge, but it has been held that it is no ground for a new trial: *Williams v. Great Western Railway Co.* (3 H. & N. 869). Parish officers wilfully inserting in the lists from which the Jurors' Book is made up the name of any man who ought to be omitted, are, by section 45 of the Act, liable to a penalty not exceeding ten pounds; but it does not seem that the inserting a lodger on the list upon the *bond fide*, however mistaken, view that he had become qualified by virtue of the recent Representation of the People Act would be a "wilful" act within the meaning of this section.

A CORONER has recently given it as his opinion that the evidence of an Atheist is not receivable in a coroner's court. The words of the 4th section of the Evidence Further Amendment Act, 1869 (32 & 33 Vict. c. 68), under which Atheists give evidence, are that, "if any person called to give evidence in any court of justice, whether in a civil or criminal proceeding, shall object to take an oath, or shall be objected to as incompetent to take an oath, such person shall . . . make the following promise and declaration," &c. The coroner appears to have doubted whether the investigation which he was conducting was either a civil or a criminal proceeding, although he eventually allowed the Atheist who had been called as a witness to make a declaration under the Act for what it was worth. The court of the coroner is a "court of record of high authority" (*per CROMPTON, J., in Thomas v. Ohurton*, 2 B. & S., at p. 478), and we are at a loss to imagine on what ground it cannot be called a "court of justice," looking to the fact that an indictment lies upon a coroner's inquisition. It may be mentioned in connection with the subject that Atheists, if summoned on a coroner's jury, or, indeed, on any other jury, cannot make an affirmation, the Act 30 & 31 Vict. c. 35, s. 8, applying only to persons unwilling to be sworn "from alleged conscientious

motives," and ready to make declaration that the taking of any oath is, "according to their religious belief, unlawful."

THE DIFFICULTIES of enforcing specific performance against a refractory purchaser may easily be multiplied by all sorts of devices resorted to for the purposes of delay. Such difficulties appear to have been created in the case of *Morgan v. Briscoe* (34 W. R. 193), and they gave rise to a new form of decree, to which attention should be directed, and which is adapted to the special circumstances of a case in which the purchaser has neglected to tender a conveyance. The form will be found set out *verbatim* in the report of the case. It will be seen that the plaintiff is directed to have a conveyance settled by the judge, and to execute it as an escrow, to be delivered to the defendant on payment of the purchase-money, which the latter is ordered to pay at an ascertained time and place. The usual form of order runs (Seton, 4th ed., 1303) that, "Upon the plaintiff executing a proper conveyance of the estate to the defendant, at the expense of the defendant according to the said agreement, or to whom he shall appoint, such conveyance to be settled by the judge in case the parties differ; and delivering to the defendant upon oath all deeds, &c., Let the defendant pay to the plaintiffs the balance of the purchase-money." These directions are admirably suited to the case of a willing purchaser, but some such stringent order as that in *Morgan v. Briscoe* was needed to enable the plaintiff to enforce completion of his contract for sale.

## THE LONDON MEETINGS OF THE INCORPORATED LAW SOCIETY.

IT IS A FACT admitting of no question that the Incorporated Law Society has steadily advanced in importance and usefulness for many years past. Weighed down originally by a joint stock element, most necessary in the day of small things, most properly and loyally discarded when it became surely established, it has gone on its way, gaining gradually the statutory and judicial recognition necessary to stamp it as paternally representative of the profession at large; and while it even yet fails to command the support from solicitors, more especially country solicitors, which it justly deserves, and which would still further add to its powers of usefulness, and enable it even more authoritatively to lift up its voice, there has been a marked increase of late years in the number of its members, and symptoms of quickened life and activity not to be mistaken have been shewn in many ways. There have been many cavillers, and the race is by no means extinct. The favourite form of criticism has been the general observation that the society "does nothing for us." We are not concerned to say that the governing body of the society have always displayed the truest wisdom, or that there has not been seen at times, especially in bygone times, a lack of spirit and courage, a tendency overmuch to leave anomalies and evils untouched, lest a worse thing happen as the result of disturbing them, instead of doing the right thing because it is the right thing, and leaving consequences to take care of themselves. But we do think that many individuals who have cheerfully indulged in that light and easy form of condemnation have utterly failed to reflect on the circumstance that what may be termed the political government of the society's affairs is in the hands of a body of solicitors, for the most part in large practice, who not only render their services gratuitously, but give up time, which is money, and ease, of which they enjoy exceeding little at the best, for the sake of the profession to which they belong; and, which is far more to the point, that the observation is opposed to facts which those who take the trouble to follow the society's operations impartially cannot fail to discern. In educational work, in the jealous preservation of discipline and good conduct in the ranks of the profession, in carefully forming and expressing views on proposed legislation and other matters of public interest, open, no doubt, in many cases, to differences of opinion, but, for the most part, broad and enlightened and conspicuously free from considerations of vulgar self-interest, in striving to remedy injustice, whether pressing on the individual or the class, in a variety of other ways the society has done a very considerable something "for us."



There is, however, one aspect in which this great and influential body presents a spectacle which we can only describe as deplorable, and, unless resolute measures are taken, the society may suffer in the estimation, not only of the outside public, but also of those members of the profession who, as yet, hold aloof from it, to an extent which may detract very materially from its authority and prestige. Twice a year, and oftener when specially brought together, the members hold a general meeting in the society's hall. Whether these frequent meetings, in any circumstances, are calculated to do a great deal of good may be open to question. That they are capable of bringing about, and do bring about, a great deal of harm, we entertain no manner of doubt whatsoever. The subjects of discussion on these occasions consist, to a large extent, of petty matters, obtruded time after time. The deliberations of a representative assembly of professional men are directed mainly, not to matters of gravity and importance, but to the airing, again and again, of idle complaints and futile inquiries. At a time when events are stirring which may profoundly affect lawyers for good or evil, when it is all-important that their house should be, and be seen to be, in order, and their governing body loyally supported, members of this society are content to exhibit themselves in public in the light of impassioned advocates for a luncheon bar; excited critics of an item of account; ardent searchers for information about the lavatory. It may be said that, as everyone knows that this state of affairs is due to the persistent action of a small section of members, no great harm is done. We deny it. The accounts of the meetings of the society are perused by a vast number of persons who either do not possess this information or, at all events, do not stop to reflect sufficiently on the matter, and so jump at unfavourable conclusions on the instant.

The cause of which this evil is the effect is not, we think, very deep or difficult to find. There is a lamentable apathy about these meetings on the part of the general body of members. Unless some special attack is threatened against the council, or some current topic happens to excite very unusual interest, the attendance is meagre in the extreme. And so the field is left clear for the little band of perennial fault-finders. The governing body are left almost alone to deal with them, and necessarily do so under the disadvantage of being unwilling to exhibit the least appearance of a desire to smother any attack made on themselves or their conduct of the society's affairs. They are left to bear the brunt of baseless accusations and personally offensive motions and inquiries without assistance from members who, being not implicated in the attack, would be under no constraint as to the defence. If members of the society were a little more willing to subject themselves to some measure of personal inconvenience by putting in an appearance and taking an active part at the meetings, a consensus of indignant repudiation would, we think, speedily stop the present unrestrained flow of reiterated trivialities.

While we have spoken as we feel strongly on this matter, we do not desire to be mistaken. We should be the last to say that in no circumstances is it desirable to bring forward a disagreeable subject for discussion. There may be, and have been, in the history of the Incorporated Law Society instances in which the practice of plain speaking has produced results favourable to the best interests of the society. If a real and substantial grievance or defect, or opportunity for improvement in any direction, exists, and private representations produce no result, a member oppressed with a sense of it is clearly entitled, on every right principle, to give it publicity, however distasteful the task may be to himself or others. But even in such a case there must be some limit to persistency. When a grievance has been fully and fairly stated, and the opinion of a meeting taken upon it, or a vote of censure on the council moved and rejected, it is surely desirable once for all to have done with the matter.

The annual meeting of the Scottish Faculty of Advocates was held last week, the Dean presiding. The treasurer (Mr. Balfour Paul) reported that entry money had been received from no fewer than seventeen entrants for first trials—the largest number since 1870, the amount yielded being £3,560. The total revenue for the year was £4,547, and the total expenditure £3,287, leaving a surplus of £1,260. Considering that little over twenty years ago the balance was some hundreds of pounds sterling on the wrong side, and that about ten years ago the total funds of the Faculty did not exceed £7,000, it was felt to be most gratifying that the treasurer was able to state that the total funds now amounted to £15,327.

## THE LAW OF CONSPIRACY AS APPLIED TO TRADE COMPETITION.

THE recent case of *The Mogul Steamship Co. v. McGregor, Gow, & Co.* (L. R. 15 Q. B. D. 476), raised an interesting question similar to, if not identical with, one that has often been discussed with regard to the criminal law of conspiracy. It is, we think, a well-established principle of the law of conspiracy that it may be criminal for persons to combine to do an act or series of acts which, if done by an individual, would not be criminal or even unlawful. But, though this proposition may be true when stated in abstract terms, it is undoubtedly extremely difficult to define the limits of its application. The matter was a good deal discussed in relation to the action of trades unions some time ago, and it appeared then to be impossible to frame any accurate general definition with regard to the character of the act or acts which come within the above-mentioned proposition. It was, if we remember rightly, suggested at that time by a good many persons that the law of conspiracy was, in this respect, dangerously vague, and so sinned against one of the chief canons which ought to regulate criminal laws, and that it was very doubtful whether, if an act was not *per se* unlawful when done by one person, it could be correct in point of principle to make it unlawful because several combined to do it.

The point in the case which gives rise to these observations was briefly as follows:—The plaintiffs alleged that the defendants, who were an association of steam shipowners, for the purpose of driving the plaintiffs, who were steam shipowners not members of the association, out of a certain trade, announced that each of the defendants' firms would allow a rebate on freight to all persons shipping goods on ships belonging to members of the association, but that no such allowance would be made to persons who had, within the period of six months, shipped goods by any outside steamer; and the plaintiffs applied for an interlocutory injunction to restrain the defendants from continuing this practice.

The case was put by the plaintiffs, as much as possible, as if the object of the combination by the defendants was to injure the plaintiffs, because it was sworn in the affidavits that the intention was to injure and ruin the plaintiffs, and to drive them out of the trade. But we find some difficulty as to the true mode of stating the question. If it be so put as to imply from its terms that the motive for the combination is desire to injure the plaintiffs, it may perhaps lead to a fallacy. We apprehend that, in general, the primary motive of such a combination would be the desire to obtain or retain benefit for themselves by the members of it, the injury to the outsider being, so to speak, an accidental circumstance. If, on the occasion of a shipwreck, two men are struggling for a plank which can only support one, each tries to push the other off the plank for the purpose of saving himself, not of drowning the other. It may be said of one tradesman who undersells another tradesman on the other side of the street, that his object is to ruin a rival and drive him out of the trade; so it is, in one sense, but the end which he pursues and which forms his motive is his own profit, not his rival's ruin. Of course, we do not deny that in such cases feelings of actual malevolence may arise between rivals, and the motive may be a mixed one, but in the case we are discussing most, if not all, of the parties concerned being companies, we should think the question ought to be looked at on the footing that trade advantage was the governing motive, and, except so far as it might be incidentally necessary to their own advantage, there was no desire on the part of the members of the combination to damage the plaintiffs.

We should feel little difficulty in dealing with the case of such a combination where actual malevolence could be shewn to be the ruling motive, but where that is not so, it seems to us that the point raised is one of very considerable difficulty in point of principle. It is left undecided by the case we are discussing, because the court refused the interlocutory injunction asked for, on the ground that it was not shewn that irreparable damage would be sustained by the plaintiffs if the court did not interfere. The court did, in its judgment, to some extent discuss the general question raised by the plaintiffs' application, but it did not formulate any very distinct view on the subject, and we very much doubt whether any general rule can be very distinctly formulated. It certainly does not appear to us that the judgment contains anything amounting

to a definite enunciation of the proposition contained in the headnote in the *Law Reports*—viz., that “a confederation or conspiracy by an associated body of shipowners which is calculated to have, and has, the effect of driving other merchants or owners out of a certain line of trade, even though the immediate and avowed object be, not to injure the plaintiffs, but to secure to the conspirators themselves a monopoly of the carrying trade between certain foreign ports and this country, is or may be an indictable offence, and therefore actionable if private and particular damage can be shewn.” We do not find any such statement as this in terms in the judgments, nor, in our opinion, is there anything exactly equivalent thereto. The Lord Chief Justice says that, if such a conspiracy were proved in fact, and the intentions of the conspirators were made out to be, not the mere honest support and maintenance of the defendants’ trade, but the destruction of the plaintiffs’ trade, and their consequent ruin as merchants, it would be an offence for which an indictment for conspiracy, and if an indictment, then an action for conspiracy would lie. This proposition may be correct, and we are inclined to think that, understood in one way, it certainly is; but it seems to us obvious that it is very far from being identical with that contained in the headnote. The effect of the proposition so stated by the Lord Chief Justice very much depends on the sense in which some of its terms are understood, as, we think, will be apparent on reading what he afterwards says with regard to the counter-contentions set up by the defendants. We doubt very much whether the Lord Chief Justice intended to commit himself to any very definite opinion on the question how far a course of action which would be lawful if pursued by an individual, would be admissible if pursued by a confederation when it must have the effect of destroying a person’s business, but is pursued, not from any malice to such person, but in the advancement of the business interests of the parties to the confederation. Such a question seems to us to involve a great deal of difficulty. The allegation of the defendants in the particular case was that what they did was no more than they were entitled to do in protection of their own trade. Their case was that they were running lines of steamers all the year round between this country and China, whereas the plaintiffs, who were originally an Australian company, traded to China, not all the year round, but only in the tea season, and that it was essential to the defendants, in order that they might be able to give the merchants trading between this country and China the advantage of a line of steamers all the year round, to be able to protect themselves at this particular season, and recoup themselves the losses they sustained by running their ships during the season of short loading and low freights. Some of the expressions of the judgment seem almost, if not quite, to involve the view that, if the defendants could establish the truth of the case so put forward by them, it would be an answer to the charge of conspiracy; but it is obvious that the protection of the defendants’ trade might manifestly involve the destruction of that of the plaintiffs; and, if so, what would be the effect of the Lord Chief Justice’s proposition as applied to the case?

The case set up by the defendants illustrates very forcibly the difficulties that are involved in the question. If it is illegal to combine to take any course of conduct which has the necessary effect of destroying a rival’s business, it seems immaterial that the plaintiffs were originally an Australian company and came in as interlopers during the tea season. It may be said that all competition is, *pro tanto*, destructive of a rival’s business, and undoubtedly it will be extremely difficult to draw the line between unlawful and lawful combination in relation to this matter.

The Lord Chief Justice referred, by way of analogy, to the practice of boycotting; but we submit that, when fully considered, what the defendants did was not really analogous to boycotting, or picketing, or other similar modes of action. Boycotting is, in our opinion, clearly an illegal interference with individual liberty; it is a conspiracy to inflict social and commercial ostracism on a person because he does not concur with the boycotters’ line of action in relation to wholly independent political or social matters. Similarly, picketing is an attempt to interfere between employers and employed by bringing personal pressure of an irritating and oppressive kind to bear upon individuals so as to interfere with their liberty of action. There is nothing, as it seems to us, analogous to this in what was done by the defendants in the case we are discussing.

## TEMPORARY TRUSTEES.

OUR readers will remember that some time ago a correspondent sent us a form of power to appoint temporary trustees, which he proposed to insert in wills. He explained that the reason for desiring the insertion of such a power was the circumstance that business men in certain large commercial centres “think no more of a business, health, or pleasure trip to the Antipodes than their ancestors did of one to Italy.” It is undesirable that an efficient and responsible trustee should be permanently removed from his office by reason of his temporary absence from England, yet great inconvenience might be occasioned by it. We suggested, as preferable, the insertion of a power to the absent trustee to delegate his functions, and we still think that this would be a better course; but, as our correspondent is not satisfied that it would meet the requirements of the case, we proceed to redeem our promise to furnish suggestions with regard to his proposed clause. We are bound to say, however, that we do not see how the most carefully-framed clause for the appointment of temporary trustees can work satisfactorily. Independently of the cost attending the appointment and transfer of the trust property, there is this practical difficulty, that, if you appoint a temporary trustee in the place of a permanent trustee, you necessarily discharge the latter; on his return from abroad he cannot be compelled to re-assume his trust, and the chances are that he will decline to do so.

The form suggested by our correspondent was as follows:—

“And I declare that from time to time a new trustee or new trustees of this my will may be appointed to act as a temporary trustee or temporary trustees in the stead of any permanent trustee or trustees for either any definite period of time or during any indefinite period, such as during absence from home or of inconvenience or impossibility in action by such permanent trustee or trustees; and that every such temporary trustee shall during his trusteeship have, in substitution for the permanent trustee in whose stead he shall be appointed, all the powers and responsibilities of such permanent trustee or such of them as shall be specified in the appointment; and that the power hereby given of appointing a temporary trustee or temporary trustees shall be deemed to be an addition to and not in substitution for any other power of appointing a new trustee or new trustees of this my will that may for the time being exist.”

In considering this form we shall assume that only two trustees are appointed by the will, and that it is intended only to give power to appoint a temporary trustee in place of one of them. It could hardly be necessary or desirable to give power to appoint temporary trustees in the place of both of the trustees. The following observations occur to us on the form above cited:—(1) It does not state how or by whom the appointment is to be made. You cannot conveniently adapt to this case the implied power in section 31 of the Conveyancing Act, 1881. The power to appoint temporary trustees should therefore be complete in this respect, and also as to the transfer of the trust property. The persons by whom the power is to be exercised should be the trustees or trustee for the time being of the will. It cannot be intended to intrust the personal representatives of a surviving trustee with power to appoint a temporary trustee. It does not seem to be necessary to define the events on which it is intended that the power shall be exercisable; there appears to be no reason to suppose that it would be more open to abuse than the ordinary power to appoint a new trustee whenever any trustee desires to be discharged. It will be well to provide that it shall not be obligatory on the temporary trustee to have the transfer of shares, &c., to him registered.

(2) The form does not provide for the resumption of office by the temporarily retiring trustee and the re-transfer to him of the trust property on the expiration or determination of the period for which the temporary trustee was appointed. There should be some mode prescribed for signifying the re-acceptance of office, and it would seem that, until this re-acceptance is signified in the prescribed mode, the temporary trustee should continue in office. The signature of a memorandum on the instrument of appointment of the temporary trustee seems to be a proper mode of signifying re-acceptance of office.

(3) The form omits any provision for the event of the death, during the temporary trusteeship, of the temporarily retiring trustee, or of the continuing permanent trustee. Probably the best course will be to provide that, on either event, the temporary trustee shall become a permanent trustee.

And, lastly, the form omits to meet the difficulty of proof that the functions of the temporary trustee are continuing. This will probably be best done by providing that persons dealing with the temporary trustee shall not require any other evidence of the existence or continuance of the temporary trusteeship than the production of the instrument of appointment, without any memorandum of resumption of office indorsed thereon.

Before attempting to supply a form embodying the above remarks, we shall be glad to know whether any other suggestions occur to our readers.



## RECENT DECISIONS.

## REINSTATEMENT OF PROPERTY DAMAGED BY FIRE.

(Anderson v. Commercial Union Assurance Co., C. A., 34 W. R. 189.)

The conditions of policies of assurance against fire we believe invariably give the insurers the right of reinstatement instead of paying the amount of the loss to the insured. *Brown v. Royal Insurance Co.* (7 W. R. 479) shews that when once the insurers have elected to reinstate buildings damaged by fire, they are bound to do so, although the result may be to give the insured an entirely new house in place of a house which had become ruinous owing to his neglect to repair. The recent case shews that the insurers of chattels are not deprived of their option to reinstate by the circumstance that the building in which the insured chattels were has been burned down or has passed out of the possession of the insured. If the insured, after the fire, leaves the damaged chattels on the premises, the insurers may wait a reasonable time until the building has been repaired, and then, by permission of its new owner, may reinstate the damaged chattels. But, according to Lord Esher, the insurers cannot claim to repair the damaged chattels only at the place where they were before; the insured has the right, under such circumstances as occurred in the recent case, to remove them to "a place within a reasonable distance," and to call upon the insurers to reinstate them there; or the insured may say to the insurers, "Take them to your own place and repair them" there, by which we understand the learned Master of the Rolls to mean that the insurer may require the insured to send the chattels to the proper workshops for repair. In the case of mere chattels this seems a common-sense construction of the condition, but in the case of tenant's fixtures, such as an engine, plant, and machinery, with regard to which the dispute occurred in the recent case, questions are likely to arise, in case the insured takes the course suggested of removing the fixtures to new premises, as to the extent of the insurer's obligation to "reinstate" the fixtures. If the word "reinstate" means, as Lord Esher says it does, "to repair the chattels and put them in the condition in which they were before the fire," it might be contended (especially having regard to the decision in *Brown's case*) that the insurers must bear the extra cost of fixing the engine and machinery in the new premises.

## REVIEWS.

## TORTS.

PRINCIPLES OF THE LAW OF TORTS. By FRANCIS TAYLOR PIGOTT, Barrister-at-Law. William Clowes & Sons (Limited).

The law of torts is well suited for scientific treatment. The statutes on the subject are comparatively few, and the cases have frequently led to judgments containing careful exposition of principles. Mr. Pigott has chosen his subject well, and we may say at once that he has produced a really good book. He has twelve chapters, dealing successively with "Legal Rights and Duties," "The Place of Commission," "The Discharge of Torts" (this chapter ought surely to have come last), "Tortfeasors," "Damages" (this ought not to have come so soon), "Breach of Statutory Duties," "Mens Rea," "Fraud," "Malice," "Injuries to the Person," "Injuries to Reputation," and "Injuries to Property." There is an entire absence of the head-note style throughout, and the cases are strung together in the form of a series of essays with independent comment, extracts of principles, and frequent drawing of distinctions. To come to particulars, we have found the remarks on fraud and malice especially valuable, and we think the treatment of the famous case of *Atkinson v. Newcastle Waterworks Co.* (L. R. 2 Ex. D. 441), though lengthy, is greatly to be commended. It is just in the selection of the best cases for full comment that text-writers of Mr. Pigott's stamp can give the most assistance. There is a good index and table of contents. The references are to the *Law Reports* only, which we think a grave defect, and they are placed on the margin instead of at the foot of the page, an innovation which will help the eye when the reader becomes accustomed to it.

A TREATISE ON TORTS, AND THE LEGAL REMEDIES FOR THEIR REDRESS. By SYDNEY HASTINGS, Barrister-at-Law. H. Sweet & Sons.

Mr. Hastings has treated his subject on a method materially different from that followed by Mr. Pigott in the more ambitious work noticed above, for he gives little or no independent comment, but sets out the law as he has found it, occasionally giving the result of the cases with neatness, brevity, and skill, but not, as a

rule, rising above the average level of the ordinary legal treatise. He has sixteen chapters, dealing successively with "Torts Generally," "Torts affecting the Person," "Libel and Slander," "Torts affecting Realty," "Servitudes," "Torts affecting Personality," "Detinue and Wrongful Distress" (we do not see why these should be treated together), "Master and Servant," "Negligence," "Nuisance," "Fraud," "Copyright," "Patents," "Sheriff," "Mandamus," and "Costs." To practitioners, in many cases, the book will be found useful, as the effect of any particular case may be discovered at once. The best part of the book is the chapter on libel and slander, in which brevity and clearness are happily found together. We think it a mistake to have given more than a reference to those breaches of the Highway Act which are rather criminal offences than torts, properly so called, and we doubt the advisability of saying so much about patent and copyright law.

## CORRESPONDENCE.

## THE TRIAL OF LONDON ACTIONS.

[To the Editor of the Solicitors' Journal.]

Sir,—In reference to your observations relating to the trial of London actions, I enclose a copy of a notice of motion standing in my name on the paper of business of the Court of Common Council, and which I intended to move on Thursday next, but as I understand that arrangements have been made that from the 22nd of February two courts are to sit continuously for the trial of London cases, it will probably be unnecessary that I should now bring the matter forward. The corporation, in the interests of the citizens, is bound to see that proper provision is made for the trial of these cases, and if the necessity should again arise for the attention of the Lord Chancellor being called to the matter, I feel certain it will be promptly taken up.

56, New Broad-street, Jan. 19.

[The following is the notice referred to by our correspondent:—  
"That it be referred to the Law and City Courts Committee to take such steps as they may consider desirable with a view to obtaining the same facilities at the Royal Courts of Justice for the trial of City causes proper as formerly existed at the Guildhall, with authority to communicate thereon with the Lord Chancellor."]

S. SPYER.

## ACKNOWLEDGMENT OF RE-CONVEYANCE OR TRANSFER BY A MARRIED WOMAN.

[To the Editor of the Solicitors' Journal.]

Sir,—If since 1882 a mortgage is made to a married woman in fee to secure a loan made out of her separate estate, is it clear that a re-conveyance or transfer by her need not be acknowledged? B.  
[Will our correspondent explain the reasons for his doubt?—  
ED. S. J.]

Mr. Justice Hawkins is much displeased with the lodgings provided for him at Norwich. In charging the grand jury of the county at the Shire-hall, he said he could not congratulate those who were responsible for the choice of the habitation of her Majesty's justices, neither could he express gratitude to them for their endeavours on his behalf, unless he and his marshal had the habits and the tastes of the Polar bear or the Arctic fox. Eaton-hall was a fitting abode for either the one or the other, or both. It was simply a bleak house in a frozen waste from which there was no escape.

"It is not often," says the *Law Quarterly Review*, "that a decision on the law of bankruptcy has in it a touch of humour, but it is impossible to read *Ex parte Ridgway* (L. R. 15 Q. B. D. 447) without a slight sense of amusement. Colonel Ridgway in 1866, after the birth of his son Tom, purchases a pipe of wine and lays it down in his cellar. The wine is from that time known in the family as 'Tom's port.' When Colonel Ridgway gets into difficulties this family joke is used as a serious argument to prevent Tom's port from becoming the property of the trustee in bankruptcy. The judges naturally enough would not treat domestic jocosity as a valid argument against the rights of creditors. Oddly enough, however, Mr. Justice Cave strengthens a decision which needs no elaborate argument in its favour by an argument of dubious validity. 'Was it intended,' he asks, 'that when the boy got to sixteen or seventeen he should be free to drink [the wine] at his pleasure, or to exchange it for a gun, for instance, or a horse?' and thence infers that since Tom would certainly not be allowed to get drunk on his wine, the wine could not be Tom's. We cannot see how this conclusion follows. If Tom had received the wine out and out from an uncle or from a friend, it would have been out and out his own; yet if Tom had drunk it without leave he would have probably not have escaped a deserved flogging. An infant owns many things which he cannot use at his own free will."

## CASES OF THE WEEK.

## COURT OF APPEAL.

WOOD v. LAMBERT, *Re* WOOD'S TRADE-MARK—C. A. No. 2, 13th January.

TRADE-MARK—REGISTRATION—RECTIFICATION OF REGISTER—"DISTINCTIVE WORD"—FIVE YEARS' LIMIT—FRAUD—TRADE-MARKS REGISTRATION ACT, 1875, ss. 3, 5, 10.

This action was brought by J. C. S. Wood, an importer of cigars and tobacco, and a manufacturer of cigarettes, carrying on business as John Wood & Son, against Messrs. Lambert & Butler, wholesale tobacconists, claiming an injunction to restrain the defendants from using the word "Eton" as a trade-mark in connection with cigarettes not of the plaintiffs' manufacture, on the ground that the plaintiffs were exclusively entitled to the use of the word as a trade-mark for cigarettes. The word was registered by the plaintiffs in 1876, under the Trade-Marks Act of 1875, as a trade-mark for cigarettes. The defendants moved to rectify the register by removing the mark from it, on the ground that it did not properly constitute a trade-mark within the meaning of the Act. Pearson, J. (29 SOLICITORS' JOURNAL, 453), refused the motion for rectification, and granted the injunction. The Court of Appeal (LINDLEY, FRY, and LOPES, L.JJ.) reversed the decision. LINDLEY, L.J., said the case was one of great importance. In 1869, Wood & Son were the great makers of cigarettes, and were then one of the few cigarette makers who made cigarettes, one variety of which were called "Eton" cigarettes, and they issued a card showing the names and sizes of the cigarettes sold by them. The word "Eton" did denote to persons in the trade that the cigarettes were of a certain size, and the question was whether it denoted anything beyond size. In 1876 the plaintiffs registered the word "Eton" as a trade-mark in connection with cigarettes. Five years having elapsed, the registration was, by section 3 of the Act, conclusive evidence of the plaintiffs' title, so long as the register remained unrectified; but the court was precluded by authority from saying that the register could not be rectified after the expiration of the five years. [His lordship referred to *Re Palmer* (L. R. 21 Ch. D. 47), *Re Leonard and Ellis* (L. R. 26 Ch. D. 288), and *Edwards v. Dennis* (L. R. 30 Ch. D. 454).] The application to rectify the register was made under section 5 of the Act, and the right of Wood & Son to enter the name of "Eton" on the register depended on the terms of section 10, which defined a trade-mark. The plaintiffs relied on the words, "any special and distinctive words used as a trade-mark before the passing of the Act;" and the question was whether "Eton" was a special and distinctive word which shewed that the cigarettes were manufactured by Wood & Son. The word must be a distinctive word before the passing of the Act and also at the time of registration. The great mass of the evidence was in favour of the plaintiffs on this point, and his lordship would have agreed with the decision of Pearson, J., but for one insuperable difficulty. A distinctive mark was something which distinguished the article as a mark used by the person whose name was registered. But it was clear that then and before that the plaintiffs had sold Eton cigarettes, made by them, in boxes bearing this label, "St. Petersburg, P. Mavrogordato & Co., Cigarettes," with the word "Eton" beneath. There was nothing on the boxes about Wood & Son, or to shew that "Eton" was the plaintiffs' distinctive mark. There was certainly evidence to shew that persons in the trade knew what was meant, and that "Mavrogordato" meant nothing at all. But that was not enough; it must be shewn what the public knew, and how could any ordinary cigarette smoker know that the cigarettes were made by Wood & Son? The plaintiffs had so used the mark as to shew that they were not made by Wood & Son, and had thus destroyed what would otherwise have been a good trade-mark. But the plaintiffs had gone further, for they had made cigarettes for the defendants, and had supplied them with a trade-mark. These boxes bore the label "Constantinople, Jancal Tachta, Cigarettes," with "Eton" below. There was nothing there about Wood & Son or Lambert & Butler. Those cigarettes were made by Wood & Son, and supplied to Lambert & Butler for sale as something which was not made by Wood & Son. His lordship did not say that the trade did not know, but other people could not know, and the plaintiffs had so acted in connection with the use of the word "Eton" as to destroy the value of the word as a distinctive mark. Therefore, at the time of registration they could not say it was their distinctive mark. This objection was fatal to their case. The action would therefore be dismissed with costs, and the application for rectification must be allowed, with costs to be paid by the plaintiffs. FRY, L.J., concurred.—COUNSEL, Cozens-Hardy, Q.C., and John Butler; Higgins, Q.C., and Dainney. SOLICITORS, Morten, Cutler, & Co.; Pearson, Lee, & Holmes.

## HIGH COURT OF JUSTICE.

ORANGE v. MARTYN—Pearson, J., 14th January.

WILL—CONSTRUCTION—WILL BEFORE WILLS ACT—DEVISE WITHOUT WORDS OF LIMITATION—"SHARE."

This was a partition action, and the question was whether, in a will executed before the Wills Act, a devise of a "share" of real estate, without words of limitation, carried the fee. The testator, who died in 1840, devised an estate called B. unto and to the use of his four daughters, J., E., S., and A., in equal shares, and to their heirs and assigns for ever, as tenants in common, and from and immediately after the death of either of his four daughters, as to the share of such daughter so dying, to the use of all and every the child and children of such daughter, their

heirs and assigns for ever, in equal shares as tenants in common, and, if but one such child, then to the use of such one child, his or her heirs and assigns for ever, and, if such child or children should die under twenty-one and without leaving lawful issue, or such daughter should die leaving no child or children, then the share of such daughter or grandchild so dying should be held by his surviving daughters to whom he had given the freehold. All the four daughters survived the testator. S. died in 1855, leaving children. E. died in 1861, intestate and unmarried. J. died in 1877, unmarried, but having made a will. A. died in 1881, leaving children. The question was whether, on the death of J., her "share" went over to the surviving sister in fee, or whether the surviving sister took the share for life only, so that, subject to that life estate, the fee passed under J.'s will. PEARSON, J., adopted the latter alternative. He thought that by adhering to the words of the will he should really be defeating the intention of the testator, but he must follow the law as it had been laid down. The will having been made under the old law, in order to pass the fee there must be words of limitation or something to supply their omission. In the present case it was remarkable that in the first two gifts there were words of limitation, while they were wanting in the third. *Prima facie*, therefore, the surviving daughters took only estates for life. It was said that the gift over, in the event of a daughter dying leaving no child or children, being a gift of her "share," and the original gift to her being a gift in fee, there was enough to shew that the gift over was a gift in fee. His lordship thought that the cases (*vide Jarman on Wills*, 4th ed., vol. 2, p. 285; *Gatenby v. Morgan* (L. R. 1 Q. B. D. 635)) had established a distinction between a gift by a testator of a "share" of real estate when he himself had a "share" only, and a "share" which was carved out by himself. In the former case the word "share" was sufficient to carry the fee; in the latter it was not. The present case was very like *Gatenby v. Morgan*.—COUNSEL, Cozens, Q.C., and Stock; W. W. Karlake, Q.C., and Begg. SOLICITORS, Ooode, Kingdon, & Cotton; J. E. Fox & Co.

RIPLEY v. SAWYER—Pearson, J., 16th January.

PARTITION ACTION—INFANT DEFENDANTS—MOTION FOR JUDGMENT—EVIDENCE.

This was a partition action. Some of the defendants were infants. No defence was delivered by the defendants, and the plaintiffs applied, by motion for judgment in default of pleading, for the ordinary partition judgment. The defendants appeared by counsel and consented. The question was whether it was necessary to file an affidavit verifying the statements contained in the statement of claim. Reference was made to *Senior v. Hereford* (L. R. 4 Ch. D. 494), in which such an affidavit appears to have been required. PEARSON, J., held that an affidavit was unnecessary.—COUNSEL, Bardswell; Eastwick. SOLICITORS, Jaques, Layton, & Co.; John Cotton.

Re YEILDING AND WESTBROOK—Pearson, J., 18th January.

VENDOR AND PURCHASER ACT, 1874—COSTS—JURISDICTION.

This was a summons, taken out by a purchaser under the Vendor and Purchaser Act, 1874, asking for a declaration that the vendor had not shewn a good title to the property. PEARSON, J., made the declaration and ordered a return of the deposit, with interest and costs, to be charged on the vendor's interest in the property. The question was raised whether the purchaser's costs of investigating the title could be included. Reliance was placed on *Re Higgins and Hitchen's Contract* (L. R. 21 Ch. D. 99), in which Hall, V.C., upon a summons under the Act, gave the purchaser his costs of investigating the title, though he expressed some doubt as to the jurisdiction upon summons under the Act. PEARSON, J., said that he would follow that decision. If it was an innovation, he thought it was a good one.—COUNSEL, J. T. Prior; J. Henderson. SOLICITORS, Herbert B. Bell; Yielding & Barlow.

Re PRICE, WILLIAMS v. JENKINS—Pearson, J., 14th January.

ADMINISTRATION ACTION—COSTS—DEFICIENT PERSONAL ESTATE—CHARGE ON SPECIFICALLY-DEVISED REALTY—COSTS OF PROBATE ACTION.

The question in this case was how the costs of an administration action were to be borne, the personal estate of the testator being insufficient. After the death of the testator, some of his next of kin impeached the validity of his will, and brought an action in the Probate Division against the executor. In this action the court pronounced for the validity of the will, but gave the plaintiffs their costs out of the testator's personal estate. The present action was afterwards brought in the Chancery Division by one of the plaintiffs in the probate action, claiming the administration of the testator's real and personal estate, and the execution of the trusts of his will. The plaintiff was one of the residuary legatees under the will, and the first defendant was the executor. The testator, by his will, devised an estate called N. in fee to the defendant Jenkins, whom he also appointed one of the trustees and executors of his will. And he devised another estate called C. in fee to the other defendant. He made several other specific devises of real estate; and he devised the remainder of his real estates, and bequeathed his personal estate, to trustees, upon trust for sale and conversion, and, after payment of his debts and funeral and testamentary expenses, to pay certain pecuniary legacies, and he gave the residue of the trust moneys unto and equally between his paternal next of kin, of whom the plaintiff was one. The only question really in dispute in the action arose in this way. Under a deed executed in 1843 the estates N. and C. were respectively liable to have two sums of £3,000 and £1,200 raised out of them respectively. The right to these two sums had become



vested in the testator, and the question was whether, in the events which had happened, the two sums were still raisable as part of the testator's personal estate, or whether they had become merged in the inheritance. In February, 1880, a decretal order for accounts and inquiries was made under order 15, one of the inquiries directed being, whether the two sums in question were still raisable. The chief clerk found that they were. Pearson, J., held that they were not raisable, but that they had become merged in the two estates respectively, and his decision was affirmed by the Court of Appeal. The result was that the fund, constituted of the testator's personal estate and the proceeds of sale of his residuary real estate (which, by the will, were made applicable in the same way as his personal estate), was insufficient for the payment of costs. It was admitted that the executor was entitled to be paid first, out of the personal estate, his costs of the action and his proper costs, charges, and expenses, as between solicitor and client, including in the latter his costs of the probate action. The personal estate was not much more than sufficient to pay these costs, &c., and the plaintiff claimed to have his costs of the action, so far as the personal estate might be deficient, raised out of the specifically-devised real estates. On behalf of the defendants it was urged that, the specific devises being legal, the court could not charge the costs on the estates specifically devised, and that, at any rate, no such order could be made, as all the specific devisees were not parties to the action. And it was said that the action was not in substance an administration action, the only real question being whether the two sums were raisable, and that the action ought to have been brought to decide that question alone, in which case the plaintiff, if he had failed, would have had to pay the costs. And it was said that it would be very hard to make the specific devisees pay the costs of deciding a question which was decided in their favour. Pearson, J., held that the personal estate and the proceeds of sale of residuary real estate must be applied, first, in paying the executor's costs of the action, and his costs, charges, and expenses properly incurred (as between solicitor and client), including his costs of the probate action, and that then the costs of the plaintiff and the second defendant of the action, as between party and party, must be paid rateably, and that the deficiency must be raised out of the specifically-devised real estates rateably, according to their values at the date of the testator's death. His lordship said that the action was in substance, as well as in form, an administration action. An application was made to the court to determine of what the personal estate, and of what the specifically-devised real estates consisted. In administering the whole estate of the testator, the court had come to the conclusion that the personal estate was not entitled to the benefit of the two charges, and the specific devisees got their estates free from the charges. The action was for the administration of the whole estate of the testator, and the rules which regulated the costs of administration actions applied, and the costs must be paid as above stated. The fact that some of the specific devisees were not before the court could not prevent the court from charging on the estates of those who were present their rateable proportion of the costs. Whether the order could be enforced against those who were not present was another question.—COUNSEL, *Coxens-Hardy*, Q.C., and *Vernon R. Smith*; *Barber*, Q.C., and *B. Eyre*; *H. R. Webb*. SOLICITORS, *Peacock & Goddard*; *G. L. P. Eyre & Co.*; *W. & W. Rees Davies & Co.*

#### DUGUID v. FRASER—Kay, J., 16th January.

NON-REVOCATION OF FIRST APPOINTMENT BY A SUBSEQUENTLY-ATTEMPTED, BUT INVALID, APPOINTMENT NOT CONTAINING ACTUAL WORDS OF REVOCATION.

Colonel Fraser, by his will, left £4,000 to be invested under trustees "for behoof of his sister, Mrs. Anne Prentice, that she might have a secure income from the interest during her lifetime, declaring that, at her death, the principal money might be divided between her husband and children as she might by will determine," and the testator, after disposing of other portions of his estate, bequeathed the "remainder" to other relations. Mrs. Anne Prentice (deceased), by her will, left the residue of her property, including the sum of £4,000 left to her by her brother, Colonel Fraser, and over which she had a disposing power, to her husband and children, in equal shares to each individual. By a codicil to her will, she gave the share of the residue of her estate, which would have gone to her son James (he had died since the making of her will) had he survived her, upon trust for the benefit of his children. The appointment to James's children was bad, as Mrs. Prentice had only power, under Colonel Fraser's will, to determine the division of the principal money between her husband and her children. The question, therefore, arose, under the will and codicil, as to whether the invalid appointment to James's children amounted to a revocation of the share which James would have taken under the will if he had survived Mrs. Prentice, in which case that share would go to the persons entitled to the "remainder" of Colonel Fraser's estate; if there was no revocation, that share being divisible among such of the class formed by Mrs. Prentice's husband and her children as had survived her. KAY, J., held that the husband and the children of Mrs. Anne Prentice were entitled to the whole fund, and that the persons entitled in default of appointment did not take anything, for the case was different from where an attempt to exercise a power of appointment in a way which was invalid had been made, and the attempted exercise was preceded by words of revocation. In such a case the court was compelled to give effect to the clearly-expressed intention to revoke, although the attempted exercise of the power of appointment was invalid, and so could not be acted upon. Here there were no words of revocation, and it did not appear that the testatrix intended the share of the deceased child to go to the persons entitled in default of appointment in preference to her husband and

children.—COUNSEL, *Godefroi*; *C. B. Maclaren*; *Seward Brice*. SOLICITORS, *Valpy, Chaplin, & Peckham*; *G. A. Shopper*.

#### HADDOW v. BUCKTROUT & CO. (Limited)—Kay, J., 11th January.

COMPANY—WINDING UP—PROVISIONAL LIQUIDATOR—DEBENTURE-HOLDERS—POWER OF COURT TO CHARGE THE ASSETS OF THE COMPANY IN PRIORITY TO DEBENTURE-HOLDERS

In this case the question arose as to the power of the court to charge money borrowed by the liquidator on the assets of the company in priority to the debenture-holders. The action was by a debenture-holder of the company, on behalf of himself and all other debenture-holders, for the appointment of a receiver and manager. The debentures were a first charge on the undertaking and property of the company. The plaintiff now moved for the appointment of a provisional liquidator, and that the liquidator so appointed might be at liberty to expend such sums of money as were necessary for carrying out the existing contracts of the company, and realizing the assets, and that such sums might be a first charge on the assets of the company. KAY, J., said that he had no power to make such order. The only order he could make would be to give power to the liquidator to raise money for the carrying out of the existing contracts, which should be a charge on the assets of the company subject to prior charges.—COUNSEL, *Kekewich*, Q.C., and *Latham*; *T. L. Wilkinson*. SOLICITORS, *Freshfields & Williams*; *Pool & Co.*

#### ANGLO-SWISS CONDENSED MILK CO. v. METCALF—Kay, J., 14th January.

TRADE-MARK—INFRINGEMENT—INJUNCTION—RECTIFICATION OF REGISTER.

In this case a question arose as to the infringement by the defendant of the plaintiffs' trade-mark. The plaintiffs were makers and vendors of articles made from condensed milk, which they had made since 1867, and in the year preceding December, 1885, they had sold 3,000,000 tins of these preparations. In 1876 and in 1877 they registered a trade-mark which consisted of a figure of a woman with a pail upon her head, obviously intended for a dairy or milk maid, and they described the articles above mentioned as coffee and milk, &c. They used the trade-mark not only on labels pasted on the tins, but upon letter paper and trade-lists, &c. They found that the defendant had been using a trade-mark for butterine, &c., and that he had advertised in the *Grocers' Diary*, and that he had called his goods by the name of the "Milk Maid Brand." The plaintiffs complained that the mark was their copyright. A correspondence ensued, but the result was not satisfactory, and in the end an action was brought, and also proceedings taken under the Trade-Marks Acts, for an injunction to restrain the defendant from infringing the plaintiffs' trade-marks, and to prevent the defendant from selling or passing off by label, &c., any condensed milk not of the manufacture of the plaintiffs, and for an order that the register of trade-marks might be rectified by limiting the description of goods for which the trade-mark should be registered to butterine and other fatty substances used as food, or ingredients in food, except condensed milk, coffee and milk, &c. KAY, J., after stating the facts, said that it had been proved in evidence that the public applied for articles of the plaintiffs' under the name of the Dairy Maid Mark or Brand, and that the defendant knew they were asked for under those names, yet in December, 1882, he made an application for, and in February, 1883, obtained, the registration of a trade-mark of a woman with a pail under her arm, with the words "Dairy Maid" underneath. The figure in no way resembled the plaintiffs' trade-mark. The registration was for butterine and other fatty substances used as food or ingredients for food. The plaintiffs again complained of the trade-mark, but the defendant declined to withdraw it, and they some time afterwards used the mark on tins of condensed milk. After describing the trade-mark, his lordship said: Was it likely to deceive the public who had inquired for many years at shops for the Dairy Maid Brand? He thought it was, and he thought, too, that the design or intention of the defendant was to commit a fraud upon the plaintiffs, and to pass off his goods as the plaintiffs. Therefore, he should order the register to be rectified, so that his goods should be confined to those other than coffee and milk, &c., and he should grant the injunction as asked to prevent the defendant from using his trade-mark for coffee and milk, &c.—COUNSEL, *Graham Hastings*, Q.C., and *J. Cutler*; *Chadwyck Healey*. SOLICITORS, *McKenna & Co.*; *G. Thatcher*, for *Knowles & Symonds*, Liverpool.

#### ROLLS v. ROLLS—Chitty, J., 16th January.

R. S. C., 1883, ORD. 55, R. 2, SUB-SECTIONS 1, 18—PAYMENT OUT OF COURT—APPLICATION AFTER ORDERS DECLARING RIGHTS—PETITION OR SUMMONS.

This was a petition for payment out of court. It appeared that the action was for dissolution of partnership, and, judgment having been given, an account was taken, and a sum of £8,325 paid into court to the plaintiffs' account. The plaintiff having mortgaged his interest in the fund in court to the petitioner, the petitioner obtained a stop order. The action was heard on further consideration, and an order made carrying over the fund to the separate account "of the plaintiff and his income-brancers." The petitioner asked for payment out of £8,325, due to him under his mortgage. The plaintiff admitted the claim, but submitted that there had been a judgment or order declaring rights within the terms of R. S. C., 1883, ord. 55, r. 2, sub-section 1, and therefore that the matter was one which was to be determined by summons in chambers and not on petition. The plaintiff also said that, although the account used the word

incumbrancers in the plural, yet it was a matter of common knowledge that the petitioner was the sole incumbrancer, and the title of the account a common error. CHITTY, J., said the order might have been, no doubt, made on summons in chambers, but, under the circumstances of the case, he should not disallow the petitioner his costs of the petition. It was said that the order on further consideration was one declaring rights, and so it was, so far as the plaintiff was concerned. The order, however, had resulted in an account on behalf of incumbrancers generally, and although it was said that the error was a common one, yet the circumstance that the plaintiff had the conduct of the action could not be lost sight of. Therefore, in strictness, the right of the petitioner had not yet been declared, and, before he could obtain payment, it was necessary that there should be an affidavit by the plaintiff that he was the only incumbrancer. Upon such an affidavit being made, there would be an order for payment out. The practice hitherto had been to make orders in matters like the present in chambers. If the summons came before the chief clerk, an order was made as a matter of course, unless a dispute arose as to jurisdiction, when, the matter being referred to his lordship, he made the order under the general discretion conferred by ord. 55, r. 2, sub-section 18. Under that order he could dispose, in chambers, of business of the class of cases like that before him, and in the instance before him, would have done so without hesitation.—COUNSEL, *Romer, Q.C., and Galey; W. Morshead. SOLICITORS, MacArthur, Son, & Beckford, for M. C. Weston, Dorchester; T. R. Clint.*

#### MOORE v. DEAKIN—Chitty, J., 15th January.

R. S. C., 1883, and Dec., 1885, ord. 36, r. 6—TRIAL BEFORE A JURY—TIME—ACTION FOR ACCOUNT—BUSINESS ASSIGNED TO THE CHANCERY DIVISION—TRANSFER OF ACTION.

In this case a motion was made by the defendant, under R. S. C., 1883, ord. 36, r. 6, that the action should be tried at the ensuing assizes at Liverpool, and that such trial should take place before a jury. It appeared that the action was by a solicitor practising at Birkenhead to restrain a solicitor, his former managing clerk, from practising within certain limits, in alleged contravention of an agreement. On the 11th of December, 1885, an order was made by consent of both parties that a motion then made for an *interim* injunction by the plaintiff should stand over until the hearing of the action, upon an undertaking by the plaintiff to set down the cause for trial forthwith, and to deliver a statement of claim within ten days of the last-mentioned date, the defendant giving an undertaking in the terms of the notice of motion. The notice of trial was given to the defendant on the 12th of December, 1885. The statement of claim was delivered on the 19th of December, and the defence and counter-claim on the 4th of January of the present year, and at the same date the defendant applied, under ord. 36, r. 6, for a trial with a jury. It was objected by the plaintiff that the defendant's motion was out of time by virtue of R. S. C., December, 1885, limiting the time for applications under R. S. C., 1883, ord. 36, r. 6, to ten days after notice of trial has been given. The plaintiff also submitted that the action was one which formed part of the business assigned to the Chancery Division under the Judicature Act, 1873, s. 34, as the plaintiff claimed an account. The defendant submitted that it was more convenient to try the action in Liverpool, as all the witnesses resided there, and, if out of time, asked for an extension, under R. S. C., 1883, ord. 64, r. 7. CHITTY, J., said that R. S. C., December, 1885, being signed on the 18th of December, 1885, must be held to be equivalent to an Act of Parliament in all respects, including that of being binding without any special notice. The defendant, therefore, could not advance the plea that he was unaware of the alteration. Moreover, the framers of the rules had themselves provided what was similar to a suspense period in an Act of Parliament by suspending the operation of the new rules until the 1st of January of the present year. Under all the circumstances of the case he saw no ground for granting an extension of time. He took the opportunity of saying that it was very inconvenient to send an action to be tried with a jury unless the whole action was transferred to the Queen's Bench Division. The plaintiff, in the case before the court, asked for an account which might have to be taken, and, apart from any question under the Judicature Act, 1873, s. 34, that was a reason for not transferring the action, seeing that there were greater facilities in the Chancery Division for taking an account. The motion was dismissed, with costs.—COUNSEL, *Macnaghten, Q.C.; Romer, Q.C., and D. Sturges. SOLICITORS, Goldberg & Landon, for F. Deakin, Liverpool; Hamlin, Grammer, & Hamlin, for Thomas Etty, Liverpool.*

#### MERCHANT BANKING CO. OF LONDON v. LONDON AND HANSEATIC BANK—Chitty, J., 15th January.

MORTGAGE—FORECLOSURE ACTION—SUBSEQUENT INCUMBRANCERS—SALE INSTEAD OF FORECLOSURE—DISCRETION OF COURT—CONVEYANCING ACT, 1881, s. 25.

In this case a foreclosure action having been brought by first mortgagees of a building estate at Manchester on which they had a charge for upwards of £42,000, the second mortgagees asked the court to exercise in their favour its discretion under the Conveyancing Act, 1881, s. 25, and direct a sale instead of foreclosure, upon their undertaking to pay a sum into court sufficient to cover the costs of sale, urging as a reason for such intervention that the estate was likely within a year or two to be greatly enhanced in value by reason of its proximity to the Manchester Canal undertaking, recently authorized by an Act of 1885. The mortgagor supported the request. It appeared that the first mortgagees had expressed their willingness to transfer to the second mortgagees their

security at a sacrifice, but the latter declined to accept the offer. CHITTY, J., who observed that a year or two meant two years at least, said that the discretion conferred upon the court by the Conveyancing Act was of a judicial character. Where the question of value was merely speculative, it was not just that the first mortgagees' rights should be postponed for the sake of testing the speculation by a sale. The first mortgage was a large one, and there was some reason to think, although the account was not yet taken, that the security was deficient. Under such circumstances it was not right to direct a sale. Moreover, if a sale were ordered, the reserved price would be fixed at a sum which would cover the first mortgage and costs, and if no bid were made the marketable value of the property would be depreciated by the abortive attempt to sell, and the first mortgagees would thus be damaged. He, therefore, declined to order a sale, and made an order for foreclosure with one period of redemption.—COUNSEL, *Ines, Q.C., and Langley; Northmore Lawrence; Oswald and Pochin. SOLICITORS, Flur, Son, & Co.; Trinders & Romer; Stoneham & Son.*

#### CASES AFFECTING SOLICITORS.

BATTEN v. WEDGWOOD COAL AND IRON CO.—Pearson, J., 18th January.

SOLICITOR—NEGLECT—OMISSION TO PROCURE THE INVESTMENT OF PURCHASE-MONEY PAID INTO COURT—DAMAGES—COSTS.

In this case (noted *ante*, p. 181) Pearson, J., held that a solicitor, who was acting as solicitor for the plaintiff in the action, the plaintiff having the conduct of an order which had been made for the sale of certain property, was liable for the loss occasioned by his omission to procure the investment of some purchase-money which had been paid by the purchaser into court. An order had been made for the investment of the money in Consols, but the solicitor accidentally omitted to procure the necessary request to the Paymaster-General to make the investment. Pearson, J., held that the solicitor was liable for the loss of interest which had resulted, but that he was entitled to set off a gain which had resulted by reason of the price of Consols being lower than it was at the time when the investment should have been made. On making the calculation, it appeared that the sum which the solicitor would have to pay would be less than £5 10s. The question was then raised whether, having regard to the smallness of the amount, the solicitor ought to be required to pay the costs of the summons. PEARSON, J., held that the solicitor must pay the costs.—COUNSEL, *Cookson, Q.C., and E. Ford; Cozens-Hardy, Q.C., and Heath. SOLICITORS, C. Harcourt; J. Vernon Musgrave.*

#### Re BARBER—Chitty, J., 18th January,

ADMINISTRATION—COSTS—CROSS-EXAMINATION OF CREDITOR—SOLICITOR APPOINTED EXECUTOR—DIRECTION IN WILL FOR PAYMENT OF EXECUTOR'S PROFESSIONAL CHARGES—ATTESTING WITNESS—WILLS ACT, s. 15.

This was a creditor's action for the administration of the estate of a testatrix, who died in 1885. It appeared that the plaintiff, in 1871, lent the testatrix £350 upon a covenant by her to pay him £1,250 on her death. The testatrix, at the date of the deed, was possessed of a small annuity, with a general power of appointment over the *corpus* on her death. She, by her will, after appointing the defendant, who was a solicitor, as one of her executors, directed that he should be entitled to charge for his professional services. The will contained a direction that the executors should pay debts. It was attested by the defendant. The estate was insolvent, and the defendant had cross-examined the plaintiff upon his affidavit made in support of his claim with a view of impeaching the deed of 1871, but on making an application in chambers for leave to bring an action to set the deed aside, was refused leave on the ground that the case was not strong enough for costs to be allowed out of the estate. The plaintiff now asked that the defendant should pay the costs of the cross-examination, and, also, that he be disallowed charges for professional services. CHITTY, J., said that the rule was that an executor was entitled to receive out of the estate his expenses of administration. He considered that the expense of cross-examination was duly incurred, as, under the circumstances of the case, it was a proper course for the defendant, when acting as executor, to have investigated the plaintiff's claim with a view of protecting the interests of the creditors generally: *Leuton v. Brudenell, Re Baker* (12 W. R. 1127). He was not, however, entitled to anything for profit expenses. It was only by the bounty of the testator that an executor could make such charges. The circumstance that the exercise of the power constituted the defendant a trustee for distribution of the appointed fund did not affect the defendant's position as an executor, and as the estate was insolvent, he could not claim anything in respect of his professional services as against creditors. The fact that the defendant was an attesting witness also brought him within section 15 of the Wills Act, for a direction in a will, enabling an executor to charge profit expenses, was a beneficial interest within section 15.—COUNSEL, *Farwell; F. H. Colt. SOLICITORS, Pritchard, Englefield, & Co.; Harmer & Ruddock.*

At the meeting of the Kanturk, county Cork, National League on Monday, a resolution was adopted to boycott certain solicitors who had served tenants with writs. The agent for the Loyalist candidate at the North Cork election was also ordered to be boycotted for opposing the Nationalist candidate, Mr. J. C. Flynn, M.P.



## SOCIETIES.

## INCORPORATED LEEDS LAW SOCIETY.

The following are extracts from the report of the committee of this society:—

**Members.**—The present number of members of the society is eighty-nine, and of subscribers to the library ten.

**Bankruptcy.**—On the 12th and 31st of January last the Lord Chancellor requested the opinion of the Associated Provincial Law Societies upon the report of the Council of the Incorporated Law Society on the Bankruptcy Act and Rules, and on the memorandum of the same body as to solicitors' remuneration under the Bankruptcy Act. Your committee accordingly considered and reported upon the suggestions of the Council of the Incorporated Law Society; substantially they agreed with what had been proposed by that body, but they made several minor suggestions and amendments, which, as they raise no important question of principle, the committee think it unnecessary to refer to. The whole question was, however, fully considered at the annual meeting of the Associated Provincial Law Societies, held on the 27th of February last, at which meeting your society was represented by Mr. John Wm. Middleton. The most important of the suggestions made by the Incorporated Law Society, and which were adopted by the Provincial Law Societies, with the assent of your representative, are as follows:—Extension of the power of giving proxies so as to enable a creditor to give a general proxy to a solicitor, or the manager, clerk, or other person in the regular employment of a solicitor. Power to a foreign or colonial creditor to give a proxy to his correspondent in England. Power to appoint anyone who can hold a general proxy as a member of a committee of inspection. Abolition of second meetings to confirm schemes or compositions. Power of taxing masters to exercise a fair discretion as to allowance of preliminary or other charges connected with a debtor's failure. Several suggestions and improvements in the scale of fees. A question was raised, and considered, at the same meeting of the Associated Provincial Law Societies, as to the practicability of allowing to a debtor's solicitor, out of the estate, a sum, calculated according to the *ad valorem* scale, on the amount distributed in dividends among the creditors, and the substitution of such a system of remuneration for a scheme based on item charges. After a very full discussion, it was almost universally considered that such a scheme would be impracticable, and in this opinion your committee concur.

**Yorkshire Registries Act (1884) Amendment Bill.**—The Yorkshire Registries Act, 1884, has given rise, as was to be expected, to so many difficulties that the justices who originally promoted the measure were compelled to bring in a Bill to amend it. The Bill became law on the 16th of July under the title of "The Yorkshire Registries Amendment Act, 1885" (48 & 49 Vict. c. 26). The alterations effected are the following:—The 10th section of the Act of 1884 is repealed as from the passing of the Act, with a reservation in favour of given *caveats* before its commencement. In lieu of the repealed section provisions are contained, the essence of which is that *caveats* remain in force for such time as may be specified therein, and that, if within the time during which any *caveat* remains in force, an assurance by the person giving the *caveat* to the person in whose favour the *caveat* is given is registered, such assurance has priority as from the date of registration of the *caveat*. The proviso at the end of section 10 of the Act of 1884, which impaired the efficiency of *caveats* in the event of bankruptcy, has not been re-enacted. Section 14 is to be read as if "entitled to be registered" were inserted in lieu of the word "registered" in the fourth line of the section, and section 15 is repealed. At the Midsummer General Quarter Sessions of the West Riding, a proposal was submitted to the court by the Finance Committee of the Justices to obtain the Lord Chancellor's sanction to an increase of the fees payable under Yorkshire Registries Act, 1884, and similar proposals were made in the North and East Riding Courts of Quarter Sessions. A meeting of Yorkshire law societies was held in Leeds on the invitation of your committee on the 17th of July to consider these proposals, which meeting was attended by representatives of seven out of the ten county societies, Mr. Newstead, vice-president of your society, occupying the chair. The following resolutions were passed at that meeting, and communicated to the Lord Chancellor, who was requested to give the representatives of the law societies an opportunity of being heard on the subject before he sanctioned the increase of fees:—

1. That the proposed increase of fees to be taken in the West Riding Registry is premature, since it is founded upon an experience of only five months of the working of the Act, during which time, moreover, there has been a progressive increase in the fees received in the registry.

2. That such proposed increase is inexpedient because the fees at present charged being the same as the sufficient fees charged under the former Act, and the work in the registry not having on the whole increased, no case has been made out for an increase in the fees to so large an amount as asked for—i.e., about sixty-four per cent.

3. That it appearing from the report submitted to the justices that the whole estimated expense of the office and working staff is about £1,750 a year, £5,000 a year is too large a sum to raise for fees.

On the 31st of July representatives of the justices of the three divisions of the riding and the hon. sec. of your society, who attended on behalf of the several law societies who had authorized him so to do, had an interview with the Lord Chancellor, at which the amended scale now in force was arranged and sanctioned. The alterations effected were as follows:—

1. The fee on registration of *caveats* has been reduced from 5s. to 2s.  
2. The minimum fee for copy of extract has been reduced from 2s. to 1s.

And the following other changes were made:—

3. The scale is limited in its operation to a maximum period of five years.

4. The certificate of official searches is made more useful. On the other hand, the charge for official searches after ten years is 2s. 6d., instead of 2s. for each additional period of five years.

Your committee consider this settlement of an admittedly difficult subject to be fair under the circumstances, and they acknowledge with pleasure the reasonable and conciliatory manner in which the justices of the three ridings and their advisers met the suggestions put forward by the law societies of the county.

## LAW STUDENTS' JOURNAL.

## COUNCIL OF LEGAL EDUCATION.

At the general examination of students of the Inns of Court, held at Lincoln's-inn Hall on the 17th, 18th, 29th, 30th, and 31st of December, 1885, and the 1st of January, 1886, the Council of Legal Education have awarded to George Charles Smith, Middle Temple, and Charles Herbert Smith, Gray's-inn, studentships in Jurisprudence and Roman Law of 100 guineas, to continue for a period of two years; to Edward Jenks, Middle Temple, and Ellis Jones Griffith, Middle Temple, studentships in Jurisprudence and Roman Law of 100 guineas, for one year.

The council also awarded to the following students certificates that they have satisfactorily passed a public examination:—Walter Agnew, Inner Temple; Alexander Archer, Middle Temple; Frederic Aynsley, Inner Temple; George Baird Burnham, Middle Temple; William Patrick Byrne, Gray's-inn; Asutosh Chaudhuri, Middle Temple; Edward Chandos Cholmondeley, Inner Temple; William Thomas Arthur Cooby, Inner Temple; Thomas Crossley Eastwood, Gray's-inn; Geoffrey Evan Fairfax, Inner Temple; Harry Seymour Foster, Middle Temple; Adhar Singh Gour, Inner Temple; Frank St. Clair Grimwood, Lincoln's-inn; Thomas Newcome Archibald Groves, Inner Temple; John Francis Llewellyn Hardy, Lincoln's-inn; Richard Harington, Inner Temple; Edward Montague Chevallier Harvey, Inner Temple; William Grist Hawtin, Gray's-inn; Syud Mohammed Israil, Middle Temple; Howell Jones, Middle Temple; Leonard William Kershaw, Inner Temple; Hendrik Bernardus Knoblauch, Inner Temple; Alan Murray Mackinnon, Inner Temple; John Frobisher Mills, Lincoln's-inn; Joseph Mosenthal, Lincoln's-inn; Reginald Arbouin Nelson, Inner Temple; Charles Herrman Oertel, Lincoln's-inn; Thomas Bancroft Oughton, Inner Temple; Arthur Frederick Peterson, Inner Temple; Harold Edmond Petherick, Middle Temple; Piyare Lal, Inner Temple; Edward Stewart Reynolds, Middle Temple; James Rolt, Inner Temple; Ernest Rosher, Middle Temple; John Drysdale Sanders, Inner Temple; Lancelot Sanderson, Inner Temple; Arthur Henry Sharp, Inner Temple; Hon. William Sidney, Inner Temple; Charles Edward Simey, Lincoln's-inn; Archibald Rhys Smith, Inner Temple; Dudley Stewart Smith, Middle Temple; Francis Vere Starkey, Inner Temple; Charlton Swinhoe, Lincoln's-inn; Peter Buntent Tapsell, Middle Temple; William Thomas, Middle Temple; James Falon Thornthwaite, Inner Temple; Charles Francis Vachell, Middle Temple; Frank Ernest Ward, Inner Temple; Samuel Hugh Waterhouse, Middle Temple; Henry Walter Watts, Inner Temple; Alfred Clarke Williams, Inner Temple; David Wilson, Gray's-inn; and Harold Woolright, Inner Temple.

The following students passed a satisfactory examination in Roman Law:—John Scott Abernethy, Middle Temple; Stephen Thomas Banning, Middle Temple; Francis Barchard, Inner Temple; Southwell George Theobald Bourke, Middle Temple; Edward Boyle, Inner Temple; William Lawrence Bradbury, Inner Temple; Edward Maynard des Champs Chamier, Inner Temple; Robert Douglas Clark, Inner Temple; John Singleton Clemons, Lincoln's-inn; Arthur Llewellyn Davis, Inner Temple; William Arthur Emsley, Middle Temple; John Carbery Evans, Inner Temple; Walter William Folkard, Middle Temple; Arthur George Ford, Middle Temple; John Chippendall Gibson, Middle Temple; Cecil Owtram Gillbanks, Inner Temple; John Herbert Greenhalgh, Inner Temple; Frederick Arthur Greer, Gray's-inn; Walter Hussey Griffith, Inner Temple; John Gilbert Hay Halkett, Inner Temple; William John Hiscock, Inner Temple; Percy Holland, Lincoln's-inn; Frederick Gardnor Hopkins, Lincoln's-inn; Bret Ince, Lincoln's-inn; Rufus Daniel Isaacs, Middle Temple; Arthur Cassels Kay, Inner Temple; Reginald Kemp, Middle Temple; Russell James Kerr, Inner Temple; William Andrew Lang, Inner Temple; Daniel William Lee, Inner Temple; Frederick Lodge, Inner Temple; Henry Finnis Bloss Lynch, Middle Temple; David Villiers Meager, Middle Temple; Robert Metcalf Minton-Senhouse, Inner Temple; Harington Morgan, Middle Temple; Henry Norman Morrison, Middle Temple; Alexander Leopold Morris, Inner Temple; John Hubert Plunkett Murray, Inner Temple; David Owen, Inner Temple; James John Parfitt, Middle Temple; Richard Murrills Pattison, Lincoln's-inn; Ernest William Pearson, Inner Temple; George Portis Price, Gray's-inn; Joseph Reade, Lincoln's-inn; John Ritchie, Inner Temple; George Quinlan Roberts, Middle Temple; Arthur Godfrey Roby, Inner Temple; Thomas Anderson Salt, Lincoln's-inn; Frederick Eustace Sanders, Inner Temple; George Alexander Scott, Inner Temple; Kumud Nath Sen Gupta, Middle Temple; Oliphant Shaw, Inner Temple; Fordyce James Sheridan, Inner Temple; William Harold Squire, Middle Temple; George Henry Taylor Whitehead, Inner Temple; Charles Dennett Turton, Middle Temple; Northcote Hugh de Vinon Vinen, Middle Temple; William Wainright, Middle Temple;

Arthur Whitehead, Inner Temple; John Bruce Williamson, Middle Temple; Arthur Stanley Wills, Middle Temple; Henry Francis Wilson, Lincoln's-inn; James Wilson-Holden, Middle Temple; and John Arthur Penfold Wyatt, Inner Temple.

At the December examination, 1885, on the subjects of the lectures of the professors of the Inns of Court, held at Lincoln's-inn Hall on the 21st and 22nd of December, the Council of Legal Education have awarded the following prizes to the undermentioned students:—

Roman Law, Jurisprudence, Constitutional Law and Legal History, and Private International Law.—Setyendra Prasanna Sinha, Lincoln's-inn, a prize of £50; Charles Herbert Smith, Gray's-inn, a prize of £25; Emmanuel Elliott Pollard, Gray's-inn, a prize of £15; John Robert MacIlraith, Middle Temple, a prize of £10.

Common Law.—James Roberts, Inner Temple, a prize of £50; Horace Edward Miller, Middle Temple, a prize of £25; Charles Francis Vachel, Middle Temple, a prize of £10.

Real and Personal Property Law.—Alexander Graham, Lincoln's-inn, a prize of £50; Adolph Max Lazarus, Inner Temple, a prize of £25; William Grist Hawtin, Gray's-inn, a prize of £10.

Equity.—John William McCarthy, Gray's-inn, a prize of £50; Dudley Stewart Smith, Middle Temple, a prize of £15; William Hepworth Mercer, Inner Temple, a prize of £10.

The council have also awarded to the students who obtained the greatest aggregate number of marks in the subjects of the lectures given by two of the professors—viz., in

Equity and Common Law.—David Villiers Meager, Middle Temple, a prize of £70.

Common Law and Real and Personal Property Law.—Ernest Justice Stanbury-Eardley, Inner Temple, a prize of £30.

The following gentlemen have been appointed by the Council of Legal Education examiners for the year ending the 10th of January, 1887:—In real and personal property law, Mr. C. J. Elton, Q.C.; in common law, Mr. Hugh Cowie, Q.C.; in equity, Mr. W. W. Karlake, Q.C.; in jurisprudence, Roman law, &c., Mr. W. A. Hunter and Mr. J. E. C. Munro.

#### LAW STUDENTS' DEBATING SOCIETY.

The debate at the weekly meeting on the 19th inst., Mr. E. G. Spiers in the chair, was upon a motion brought forward by Mr. Lithiby, "That the free trade policy adopted in this country has failed in effecting its object, and that it is desirable to impose duties upon goods imported from foreign countries which place protective duties upon British goods." The opener was supported by Messrs. W. H. Brightman and Wheeler; and opposed by Messrs. E. E. Davies, Douglas, Riddell, Crauford, Rhys, and Bennett. After a long and animated debate, the motion was put to the meeting, and it was negatived by a majority of two.

#### LIVERPOOL LAW STUDENTS' SOCIETY.

The annual meeting of this society was held on the 11th inst. In the absence of Mr. GRAY HILL (the president), Mr. KENION was called upon to preside.

On the motion of Mr. H. Gair, seconded by Mr. MORRISON, Mr. Thomas Bellringer was unanimously elected the president of the Law Students' Society for the ensuing year.

The report for the year 1885 states that during the past year thirty-two new members have been elected, ten members have resigned, four have died, and twenty-three have been struck off the roll of members in accordance with the rule. The number of names on the roll has thus decreased from 370 at the close of last year to 364 at the present time. Of this number, are 31 barristers, 168 solicitors, 4 bar students, and 161 articulated clerks. Since the date of the last report nineteen members had passed the final examination. During the first session of the past year eight meetings of the association were held, the average attendance at which (exclusive of the annual meeting) was twenty-six, and the average number of speakers at debates seven. During the second session six meetings were held, the average attendance at which was twenty-six, and the average number of speakers nine. The committee greatly regret to see the decrease in the numbers attending the debates, and also in the number of speakers, as they had sincerely hoped that after the excellent advice given by the president at the last annual meeting the number would have largely increased. The committee cannot account in any way for this falling off, but they suggest, however, to the solicitors (who are members of the association, and who have the education of their articulated clerks in their hands), that they should point out to them the advantages to be derived from attending and speaking at the debates. The committee feel that, considering the large number of members, the attendance at the meetings has been very unsatisfactory, and that the number of speakers should have been greater. The new library in connection with the association, which was opened in January last, is in a highly satisfactory condition, and the committee's hopes of its success have been fully realized. The committee hope that further assistance will be accorded them in extending the library by donations either of money or books. The committee are at present endeavouring to arrange through the Liverpool Law Society a means by which permanent lectures and classes will be delivered in Liverpool by lecturers appointed by the Incorporated Law Society of the United Kingdom. The balance-sheet shows that the financial position of the association continues to be very satisfactory, there being now a credit balance of £38 14s.

THE PRESIDENT (Mr. Bellringer) then proceeded to deliver the annual address to the students, in the course of which he said: I ask you to accept my sincere thanks for having elected me president of your association. I propose to confine my observations to a few general thoughts which have occurred to me, and which I hope may tend to stimulate the students to activity and zeal. First of all, let me express my appreciation of the labours of your committee during the past year, and upon the very excellent report which they have issued. It is satisfactory to observe that out of nineteen members of the association who last year passed their final examination, three of them—Mr. Bromfield, Mr. Hilton, and Mr. Wilson—were placed in the honours lists. I have no doubt their success may in no little degree be attributed to having availed themselves of the benefits which the society afforded them. Another matter of congratulation is the establishment and satisfactory condition, as far as it goes, of your own library. With regard to the establishment of permanent lectures, I have great expectation that during my tenure of office these lectures will be placed upon a satisfactory basis. The committee of the Law Society take a real and deep interest in this important subject, and the question of creating a board of studies, constituted of representatives from that society, from the Council of the University College of Liverpool, and from your own society, is at the present time under consideration. I look upon these lectures, if they are regular, and the classes and examinations in connection with them as invaluable aids to those preparing for the profession of the law. It cannot but be disappointing that, according to the return in the report, so few comparatively of the students have attended the lectures. I trust, however, that the students will shew a greater appreciation in the future than they have in the past for what may be done for them in this direction—that they will attend these lectures in large numbers, and prepare for them beforehand as much as possible by reading such books at their command as deal with the subject (without this preparation little good will follow); and that they will regularly attend the classes and examinations in connection with them. I am at a loss to understand why so many have absented themselves from the lectures and classes. They are designed for your exclusive benefit, they are admitted on every side to be most valuable. Why then this indifference to them? Is it because you think you can "get through," as it is termed, without them, and so they are unnecessary; or because they entail some extra labour which you are not disposed to give? Or is it because you think you can gain all you require by reading a text-book? I cannot refrain from remarking that I think some solicitors who have articulated clerks are not altogether free from blame. We all know how little personal instruction is, or indeed can be, done by them; but that being so, I trust they will pardon my expressing the hope that they will think it right to prescribe that their pupils shall, as a duty and part of their legal education, attend these lectures and classes. I think the relationship between a solicitor and his articulated clerk—in other words, of master and pupil—might in many ways be better established and more closely cemented to the advantage of both. Believe me, no lasting good will be accomplished until you truly realize for yourselves what your duties and responsibilities are in preparing for the profession, and what will be expected from you when you attain that position. A true conscientious student of the law will devote himself with regularity and method to his studies—he will try to acquire the power of concentrating his mind upon the one subject before him—will seek to gain facility and accuracy of expression both in speaking and writing—will strive to improve his power of reasoning and applying principles of law to particular facts—will acquaint himself with the details of practice and office work—and though he may not attain great fluency of speech, he will by practice in debate and otherwise learn to speak with confidence and perspicuity, and, what is of great importance, to keep a safeguard upon his tongue, so that nothing will escape him which may be prejudicial to the interest of those for whom he may be acting. As Wendell Holmes says:—

"Speak clearly, if you speak at all.  
Carve every word before you let it fall."

These are qualifications which, coupled with a quick perception, retentive memory, and active and business-like habits, make alike the good student and the prominent and able professional man. I advise you, therefore, to avail yourselves of the surroundings and privileges which this society affords, feeling assured that you will find them, not only of great assistance, but a decided boon.

Mr. KENION moved a vote of thanks to Mr. Bellringer for his able address. Alluding to the report, Mr. Kenion said that it was a matter of regret, seeing the large number of articulated clerks, that the attendance at the meetings was so small. The society numbered 370 members, of whom 161 were articulated clerks, and yet there was not a larger average attendance than 26. He hoped that in the future would be remedied. In addition to the vote of thanks to Mr. Bellringer, Mr. Kenion moved the adoption of the report.

Mr. SQUAREY, in seconding the proposition, urged upon the young members to take a wider interest in their profession than was sometimes evinced. The profession of the law lay at the foundation of all order in all society, regulated all social conditions, and shaped the rules of contracts relating to property. If they looked at it in this way they would see that which seemed a dry and technical matter in a new light, and it would have an increased importance in their eyes.

The proposition was carried. Mr. Inglis was elected secretary, Mr. T. B. Berry treasurer, and a committee was appointed for the year.

The Lord Chancellor has consented to be present at the unveiling of the statue and memorial of the late Mr. Street, the architect of the Royal Courts of Justice, which has been erected in the central hall of that building. The ceremony will very shortly take place.



## OBITUARY.

## MR. SHELDON AMOS.

Mr. Sheldon Amos, a judge of the Native Court of Appeal in Egypt, died at Ramleh on the 3rd inst. Mr. Amos was the fourth son of Mr. Andrew Amos, Downing Professor of Law at Cambridge, and was born in 1835. He was educated at Clare College, Cambridge, where he graduated as a senior optime, and also in the second class of the Classical Tripos in 1859. He was called to the bar at the Inner Temple in Trinity Term, 1862, when he obtained a certificate of honour of the first class, and he formerly practised on the Home Circuit, and at the Essex and Hertfordshire Sessions. Mr. Amos was for several years professor of jurisprudence at University College, London, and he was subsequently reader in jurisprudence at the Inns of Court. He devoted much of his time to literary pursuits, and he was formerly a frequent contributor to the *Westminster* and *Fortnightly* Reviews. A few years ago Mr. Amos was compelled by the state of his health to leave England, and he thereupon settled in Egypt, and he practised for several years in the Consular Court at Alexandria. About four years ago he was appointed English judge of the Native Court of Appeal, and he held that office till his death. Mr. Amos was married, in 1870, to the daughter of Mr. Thomas Perceval Bunting, of Manchester.

## MR. WILLIAM BURRIDGE.

Mr. William Burridge, solicitor, of Wellington, died at Bradford, near Taunton, on the 29th ult. Mr. Burridge was the eldest son of the Rev. William Burridge, and was born in 1810. He was admitted a solicitor in 1834, and he practised for over half a century at Wellington. He was a perpetual commissioner for Somersetshire and Devonshire, and he was for twenty-five years registrar of the Wellington County Court (Circuit No. 57), which office he resigned very recently in favour of his son, Mr. William Burridge, jun., who was admitted a solicitor in 1867, and is also clerk to the Commissioners of Taxes, and to the Wellington Local Board and the Wellington Burial Board.

## LEGAL APPOINTMENTS.

Mr. WALTER MEYRICK NORTH, barrister, who has been appointed Stipendiary Magistrate at Merthyr Tydfil, in succession to Judge Bishop, is the third son of the Ven. William North, Archdeacon of Cardigan. He was educated at Brasenose College, Oxford. He was called to the bar at the Middle Temple in Easter Term, 1874, and he has practised on the South Wales and Chester Circuit, and at the Glamorganshire, Carmarthen-shire, Cardiganshire, and Pembrokeshire Sessions. He is registrar of the archdeacons of Cardigan and Carmarthen.

Mr. JOHN JOSEPH FRANCIS, barrister, has been appointed a Queen's Counsel for the Colony of Hong-Kong. Mr. Francis is an LL.B. of the University of London. He was called to the bar at Gray's Inn in November, 1876.

Mr. JOHN MACDONELL, barrister, has been appointed Secretary and Editor to the State Trials Committee. Mr. Macdonell is the second son of Mr. James Macdonell, of Aberdeen. He is an M.A. of the University of Aberdeen. He was called to the bar at the Middle Temple in Hilary Term, 1873. He has acted as a revising barrister for Middlesex.

Mr. WILLIAM BRANDFORD GRIFFITH, barrister, C.M.G., has been appointed Governor and Commander-in-Chief of the Gold Coast Colony. Mr. Griffith is the eldest son of Mr. Brandford Griffith, of Barbadoes. He was educated at Harrison's College, Barbadoes, and he graduated B.A. at the University of London in 1880. He was called to the bar at the Middle Temple in June, 1881. He was Auditor-General of Barbadoes from 1863 till 1879, when he was appointed Lieutenant-Governor of Lagos. Mr. Griffith was created a Companion of the Order of St. Michael and St. George in 1882.

The Hon. STEPHEN WILLIAM BUCHANAN COLERIDGE has been appointed Secretary to the Lord Chief Justice of England, on the resignation of his elder brother, the Hon. Bernard John Seymour Coleridge, M.P.

Mr. JUSTICE GRANTHAM has received the honour of Knighthood.

Mr. ARCHIBALD BUCHAN HEPBURN, barrister, has been appointed Private Secretary to the President of the Local Government Board. Mr. Hepburn is the second son of Sir Thomas Buchan Hepburn, Bart., and was born in 1852. He was educated at Trinity College, Cambridge. He was called to the bar at the Inner Temple in November, 1877, and he is a member of the South-Eastern Circuit.

## DISSOLUTION OF PARTNERSHIP.

JOHN ASHTON and WILLIAM DAVIS JOLLIFFE, solicitors (Ashton & Jolliffe), Runcorn and Frodsham. Dec. 31. [*Gazette*, Jan. 15.]

The New York correspondent of the *Albany Law Journal* says:—"It has been recently proposed to remedy the not infrequent disturbance of title caused by prosecution of dower rights not known previously to exist, by having a law passed requiring registration of all claims to dower rights to be made within one year of the decease of the husband. Many of our lawyers would favour abolition of all dower rights."

## LEGAL NEWS.

It is stated that a Bill has been drafted by the Government by which it is hoped to secure a fuller measure of protection for British authors. It is recognized that the international copyright laws are at present in a very unsatisfactory condition, and an effort is to be made to bring the regulations of the various countries on the Continent into harmony, by which means it is also hoped to bring pressure on America.

During the absence of the judges at the Winter Assizes a divisional court will sit every Monday and Thursday for the purpose of hearing unopposed and opposed motions in the Queen's Bench Division; and two courts will sit, until further notice, to take common jury causes and actions without juries. The hearing of Middlesex special jury causes, of which there are about 220 set down, will not be proceeded with before Monday, February 15.

The returns made by the Official Receiver (Mr. John Bowling) of the working of the Bankruptcy Act in the Leeds district, which includes Leeds and Otley, for the second year of its operation, shew that there were 109 petitions filed, including two for the administration of deceased debtors' estates, as against 99 in 1884. On those petitions there were made 107 receiving orders, affecting 112 debtors, and one order for administration of a deceased debtor's estate, one petition for a similar order having been dismissed.

The *Central Law Journal* says that some two hundred visionaries assembled the other day in St. Louis to talk over the question of how to get possession of the modest sum of 800,000,000 dollars said to be held by the Accountant-General of the English Court of Chancery for the heirs of what was called the Chase-Townley estate. The daily papers dished up to their readers two or three columns of each day's proceedings, interspersed with numerous portraits of the so-called "heirs," male and female.

The committee recently appointed to investigate the working of the Patent Laws held its first business meeting on Tuesday, under the presidency of Baron H. de Worms. It is probable that, owing to the scope of the inquiry, it will extend over many sittings. The following gentlemen have been invited by the President of the Board of Trade to give evidence before the committee:—Sir Bernhard Samuelson, M.P., Sir William Thomson, F.R.S., Sir Frederick Bramwell, F.R.S., and Mr. John Imray, M.A., president of the Institute of Patent Agents.

About two years ago, says the *Washington Law Reporter*, an English nobleman in Dakota surrounded his possessions there with a wire fence. For this offence the cowboys threatened to kill him, and advanced upon his residence for that purpose. With a friend, however, he ambushed them on their way to his house, and killed one of them. He was recently indicted for murder by the grand jury, but the judge has granted him a change of venue from Mandan to Bismarck on the ground that he would not be fairly and impartially tried at Mandan. To disprove the falsity of this reason the people of Mandan have held an "indignation meeting," and speeches were made by the exasperated citizens and attorneys, who declared that the action of the judge was an insult to the town. In further proof of their calm and judicial attitude, resolutions were passed asking for the removal of the judge.

At the Huntingdon Assizes, on the 13th inst., there was only one prisoner for trial, and Mr. Justice Hawkins in the course of his charge alluded to the great waste of judicial time, as well as to the great inconvenience and expense of calling jurors and officials together to try a case that would occupy only a few minutes. At the present time he said there were one thousand common law cases in arrear, but by reason of the present arrangements of the assizes he was compelled to be nearly three days at Huntingdon for the purpose of hearing one case. There was a scheme which he hoped would be carried out shortly to amalgamate small counties, and to have one centre for assize purposes, and he mentioned it so that it might be brought under the notice of the proper authorities. The grand jury made a presentment agreeing in the remarks of the judge, but suggesting that the assizes might be held alternately at Huntingdon and Cambridge.

At the conclusion of the case for the prosecution in the Netherby murder case, the defendants' counsel not having called witnesses, Mr. Littler claimed a right to reply generally on the whole case, having been nominated as prosecuting counsel by the Attorney-General. After hearing arguments at length upon the question, Mr. Justice Day said that he considered it a very important matter, and one not without difficulty. He should be guided by what he considered a safe rule—namely, not to deviate from the known and usual practice unless he saw good reason for doing so. His lordship then held that a right of reply upon the whole case wherein defendant called no witnesses was one intrusted to the Attorney-General in person, which he alone, being present at the trial, had a right in his discretion to claim. The learned judge then called upon Mr. Littler to sum up.

In the course of a pamphlet by Mr. John Davy on "The Reform of the Land Laws," we find the following remarks on solicitors:—"The solicitors form a singular body proper to this country. They are the mummy priests of England. Their influence extends to every transaction of public or private life. They are the depositaries of the secrets, and hold the key of the affairs of every family of importance, often transmitting by descent their confidential office. In the law of England, inaccessible in its present chaotic form to the vulgar, they profess an Egyptian mystery, which they render the more impenetrable by the employment of a barbarous





LONDON AND COUNTY INVESTMENT CORPORATION, LIMITED.—Petition for winding up, presented Jan 6, directed to be heard before Chitty, J., on Jan 23. Boote, Bolsover st, solicitor for the petitioners

LONDON AND SWEDISH MATCH WORKS, LIMITED.—Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts or claims, to Edward Llewellyn Ernest, 4, Queen st place, Cannon st, Monday, March 8 at 1, is appointed for hearing and adjudicating upon the debts and claims

LYDNEY AND WIGPOOL IRON ORE COMPANY, LIMITED.—Petition for winding up, presented Jan 12, directed to be heard before Bacon, V.C., on Jan 30. Hoddinott and Co, Tower chambers, Moorgate st, solicitors for the petitioner

TRANSVAAL GOLD EXPLORATION AND LAND COMPANY, LIMITED.—Creditors are required, on or before May 22, to send their names and addresses, and the particulars of their debts or claims, to Charles Lee Nichols, 1, Queen Victoria st, Mansion House. Monday, June 7 at 12, is appointed for hearing and adjudicating upon the debts and claims

[Gazette, Jan. 15.]

HEMSWORTH COLLIERY COMPANY, LIMITED.—Petition for winding up, presented Jan 18, directed to be heard before Chitty, J., on Saturday, Jan 30. Pritchard and Co, Painters' Hall, Little Trinity lane, agents for Leigh, Manchester, solicitor for the petitioner

LARNER AND COMPANY, LIMITED.—Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts or claims, to George Sheard, 2, Laurence Pountney hill. Monday, March 1 at 1, is appointed for hearing and adjudicating upon the debts and claims

NORTH-WESTERN RAILWAY OF MONTE VIDEO COMPANY, LIMITED.—Chitty, J., has fixed Monday, Feb 1 at 1, at his chambers, for the appointment of an official liquidator

[Gazette, Jan. 19.]

## CREDITORS' CLAIMS.

### CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF CLAIM.

FRADDICK, BAMPFIELD, Hove, Sussex. Jan 30. Stuckey v Braddick, Pearson, J Cooper and Williams, Brighton

[Gazette, Jan. 12.]

### CREDITORS UNDER 22 & 23 VICT. CAP 36. LAST DAY OF CLAIM.

ARMSTRONG, JOHN CHRISTOPHER, Gravesend, Surgeon. Mar 25. Arnold and Co, Carey st, Lincoln's inn

ARNOLD, HENRIETTA ANNE, Bath. Feb 12. Inman and Co, Bath

BALL, JOHN HOWELL, Strood, Kent, Contractor, J.P. March 31. Essell and Co, Rochester

BARROW, JOSEPH, George's pl, Brixton rd, Gent. Feb 8. Hudson and Co, Queen Victoria st

CARWAY, MARIA AGNES, Liverpool. Jan 26. Madden, Liverpool

EDWARDS, SARAH AMELIA, Sandon st, Liverpool. March 1. Howard and Co, Liverpool

ELLIOT EDWARD RISING, Hethersett, Norfolk, Farmer. March 10. Keith and Co, Norwich

FROST, FRANCIS AYLMEER, Reddish, nr Manchester, Gent. Feb 15. Payne and Frodsham, Liverpool

GILES, SOPHIA, Hillingdon. Feb 15. Gush and Co, Finsbury circus

GOLE, JAMES RENDALL, Lime villas, Hendon, General Agent. Feb 6. Stevenson and Coudwell, Gracechurch st

HELE, REV FITZ HENRY, Littlehempston, Devon, Clerk. Feb 20. Presswell and Son, Totnes

HORN, ELIZA SAMSON, Clifton, Gloucester. Feb 5. Skewes Cox, Red Lion sq

JOY, SARAH ELIZABETH, Box, Wilts. March 1. Johnson and Son, Gray's inn sq

LOYD, JAMES, Catford Bridge, Kent, Publisher. Feb 13. Heath and Co, New London st, Mark lane

MOORE, WILLIAM HENRY, Coleman st, Wool Broker. Feb 18. Nash and Co, Queen st

MOXON, WILLIAM BROWN, Gt St Helen's, Wine Merchant. March 1. Potter and Co, King st, Cheapside

PHIPPS, SAMUEL, St George, Gloucestershire, Boiler Maker. Jan 25. Harwood and Boutflower, Bristol

PICKLES, JAMES, Halfa, York, Farmer. March 1. Bell, Sowerby Bridge

RICHARDS, MARY ANN, Wednesbury, Stafford. Feb 15. Slater and Marshall, Buteroff

SAINSBURY, REV JOSEPH POPHAM, South Wrexall, Wilts, Clerk. Feb 15. Sainsbury, King st, Cheapside

SMITH, BENJAMIN BROWN, Wolverhampton, Banker. Feb 10. Thorne and Co, Wolverhampton

SEAWICK, THOMAS, Newcastle upon Tyne, Retired Foreman. March 1. Elsdon and Dransfield, Newcastle upon Tyne

STEVENS, GEORGE, Wansey st, Walworth, Retired Builder. Feb 1. Winsor, Chancery lane

TEAGUE, HESTER, East Peckham, Kent. March 31. Stenning, Tonbridge

TRANTER, ALFRED WHITBREAD, Hackney rd, Brewers' Manager. March 1. Billingham and Co, Bucklersbury

WALKER, ANNIE, Raven row, Spitalfields, Bottle Merchant. March 1. Potter and Co, King st, Cheapside

WARRINGTON, AUGUSTUS FREDERICK, Dover, Kent, Captain. March 1. Loughborough and Co, Austinfriars

WATKINS, WILLIAM JAMES, Tupley ct, Hampton Bishop, Herefordshire, Farmer. Jan 30. Scobie, Hereford

WEBBER, FREDERICK, Artillery row, Westminster, Builder. Feb 6. Chilcott, St Martin's lane

WINDSON, FRANCIS HENRY, Southerton rd, Hammersmith, Gent. March 4. Thompson and Groom, Raymond bldgs, Gray's inn

WOODFORD, JAMES RUSSELL, Lord Bishop of Ely. Feb 14. Lee and Co, The Sanctuary, Westminster

WOOLF, ISAAC, Cannon st rd, out of business. Feb 28. Solomon, Finsbury pavement

[Gazette, Jan. 8.]

### SALES OF ENSUING WEEK.

Jan. 27.—Messrs. BAKER & SONS, at 28, Coleman-street, Leasehold Property (see advertisement, this week, p. 4).

Jan. 28.—Messrs. BEAN, BURNETT, & ELDRIDGE, at the Mart, at 2 p.m., Freehold Property (see advertisement, Jan. 18, p. 4).

Jan. 29.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, this week, p. 4).

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

CANNOT.—Jan. 14, at Savile House, Chiswick, the wife of Fmille H. Cannot, barrister-at-law, of a daughter.

JENKINS.—Jan. 8, at Drummond House, Inverness, the wife of R. P. Jenkins, solicitor, of a son.

TYSEN.—Jan. 18, at 59, Priory-road, West Hampstead, the wife of Amherst Daniel Tyssen, barrister-at-law, of a son.

## LONDON GAZETTES.

### BANKRUPTCIES ANNULLED.

Under the Bankruptcy Act, 1869.

TUESDAY, Jan. 19, 1886.

Bagge, Herbert, King's Lynn, Norfolk, Gent. Jan 6

### THE BANKRUPTCY ACT, 1883.

FRIDAY, Jan. 15, 1886.

### RECEIVING ORDERS.

Archer, Plato, Gateshead, Durham, Grocer. Newcastle o1 Tyne. Pet Dec 19, Ord Jan 12. Exam Jan 26

Attwood, Georgiana Mary, Birmingham, deceased. High Court. Pet Sept 23, Ord Jan 11

Bartels, Ernest Albert, Harringay Park, Crouch End, Stock Broker. High Court. Pet Dec 14. Ord Jan 12. Exam Feb 17 at 11, at 34, Lincoln's inn fields

Blake, Robert Henry, Great Yarmouth, Smackowner. Great Yarmouth. Pet Jan 12. Ord Jan 12. Exam Feb 8 at 2.30, at Townhall, Great Yarmouth

Brown, William, Gateshead, Nurseryman. Newcastle on Tyne. Pet Dec 29. Ord Jan 12. Exam Jan 26

Chew, Henry, Luton, Bedfordshire, Draper. Luton. Pet Jan 13. Ord Jan 13. Exam Jan 28 at 2, at Court house, Luton

Christmas, William, Golborne road, Westbourne Park, Toy Factor. High Court. Pet Jan 12. Ord Jan 12. Exam Feb 17 at 11, at 34, Lincoln's inn fields

Clayton, Joseph Byron, Nottingham, Photographer. Nottingham. Pet Jan 12. Ord Jan 12. Exam Feb 16

Davies, John, Llanbadarnfrefelgwy, Cardiganshire, Farmer. Aberystwith. Pet Jan 9. Ord Jan 11. Exam Jan 20 at 1.30

Dixon, Hercules Henry, Worcester, Builder. Worcester. Pet Jan 11. Ord Jan 11. Exam Jan 26 at 11.30

Edwards, Frank Ernest, Gosforth, Northumberland, Mercantile Clerk. Newcastle on Tyne. Pet Jan 13. Ord Jan 13. Exam Jan 26

Fidgen, James, High rd, Kilburn, Carter. High Court. Pet Jan 11. Ord Jan 11. Exam Feb 19 at 11, at 34, Lincoln's inn fields

Fletcher, Edward, Swansea, Auctioneer. Swansea. Pet Jan 11. Ord Jan 11. Exam Jan 27

Hewitt, George, and Francis Hewitt, Birmingham, Bakers. Birmingham. Pet Jan 12. Ord Jan 12. Exam Feb 9 at 2

Higgins, John, Cheltenham, Licensed Victualler. Cheltenham. Pet Jan 9. Ord Jan 9. Exam Jan 29 at 12

Hill, John, Manchester, Fruit Salesman. Manchester. Pet Jan 11. Ord Jan 11. Exam Feb 1 at 2.15

Hodgkinson, Henry, Wigan, Butcher. Wigan. Pet Jan 12. Ord Jan 12. Exam Jan 25 at 10.30

Hope, George, Armathwaite, Cumberland, Innkeeper. Carlisle. Pet Jan 12. Ord Jan 12. Exam Jan 26 at 11, at Court house, Carlisle

Ister, Nicholas, Holloway rd, Baker. High Court. Pet Jan 11. Ord Jan 11. Exam Feb 19 at 11.30, at 34, Lincoln's inn fields

Jones, James, Dowlais, Glam., Outfitter. Merthyr Tydfil. Pet Jan 11. Ord Jan 11. Exam Jan 27

Jones, Samuel Taylor, Wrexham, Denbighshire, Mining Engineer. Wrexham. Pet Jan 7. Ord Jan 11. Exam Feb 9

Lilley, Edward, Balsall Heath, Worcestershire, Baker. Birmingham. Pet Jan 11. Ord Jan 11. Exam Feb 10 at 2

Morgan, Edward, Llanidloes, Montgomeryshire, Innkeeper. Newtown. Pet Jan 9. Ord Jan 11. Exam Jan 20

Morgan, James, Dinas, Glam., Grocer. Pontypridd. Pet Jan 12. Ord Jan 12. Exam Feb 2 at 2

Parker, Albert Samuel, Walton, Suffolk, Carpenter. Ipswich. Pet Jan 12. Ord Jan 12. Exam Jan 21 at 11

Pipe, Wilfred Nathaniel, Newcastle on Tyne, House Furnisher. Newcastle on Tyne. Pet Jan 11. Ord Jan 11. Exam Jan 21

Pollock, William, Jun, Southwick, nr Sunderland, Tailor. Sunderland. Pet Jan 12. Ord Jan 12. Exam Jan 21

Price, Joseph, Portsea, Hampshire, Grocer. Portsmouth. Pet Jan 11. Ord Jan 11. Exam Feb 1

Quinton, Rowland, Tunstall, Staffordshire, Clothier. Hanley, Burslem, and Tunstall. Pet Jan 11. Ord Jan 11. Exam Feb 5 at 11 at Townhall, Hanley

Rees, James, Haroldstone St Isells, Pembrokehire, Miller. Pembroke Dock. Pet Jan 11. Ord Jan 11. Exam Jan 25 at 11

Richmond, Frederick James Oldham, Lancashire, Veterinary Surgeon. Oldham. Pet Jan 12. Ord Jan 12. Exam Jan 26 at 11

Robinson, John Thomas, Stamford st, Blackfriars, Sheriff's Officer. High Court. Ord made under sec 103. Ord Nov 7. Exam Feb 23 at 11 at 34, Lincoln's inn fields

Roddam, William, Westgate, Durham, Innkeeper. Durham. Pet Dec 10. Ord Dec 10. Exam Jan 19 at 3.15

Sadler, Frank, Manchester rd, Cubitt Town, Manager to Licensed Victualler. High Court. Pet Jan 11. Ord Jan 11. Exam Feb 23 at 11 at 34, Lincoln's inn fields

Shepherd, George William David, Folkestone, Plasterer. Canterbury. Pet Jan 12. Ord Jan 13. Exam Jan 29

Smith, Charles Hermous, Alton, Hampshire, Grocer. Winchester. Pet Jan 12. Ord Jan 13. Exam Feb 17

Spencer, James, Murrah Hall, nr Penrith, Farmer. Carlisle. Pet Jan 12. Ord Jan 12. Exam Jan 26 at 2 at Court house, Carlisle

Spink, Edward, Wilstrop, Yorks, Farmer. York. Pet Jan 12. Ord Jan 12. Exam Feb 9 at 11 at Guildhall, York

Strips, J W, Melbourne grove, North Dulwich, Oilman. High Court. Pet Jan 6. Ord Jan 11. Exam Feb 23 at 11 at 34, Lincoln's inn fields

Strowger, George, Kessingland, Suffolk, Fishing Boat Owner. Gt Yarmouth. Pet Jan 13. Ord Jan 13. Exam Feb 8 at 2.30 at Townhall, Gt Yarmouth

Turney, William Burt, Sheffield, Brewer. Sheffield. Pet Jan 12. Ord Jan 12. Exam Jan 28 at 11.30

Ward, Mark, Batley Carr, Yorks, Woollen Manufacturer. Dewsbury. Pet Jan 13. Ord Jan 13. Exam Feb 2

Ward, Richard, Layzelle, Croydon, Contractor. Croydon. Pet Dec 4. Ord Jan 11. Exam Jan 29

Ward, Thomas Alfred, Barking rd, Canning Town, House Agent. High Court. Pet Jan 13. Ord Jan 13. Exam Feb 23 at 11.30 at 34, Lincoln's inn fields

Whittingham, James, Great Stambidge, Essex, Blacksmith. Chelmsford. Pet Jan 11. Ord Jan 11.  
Wilson, Barkly Charles, Hopton rd, Coventry pk, Streatham, Frilling Manufacturer. High Court. Pet Jan 9. Ord Jan 11. Exam Feb 16 at 11 at 34, Lincoln's inn fields  
Winfield, John, Leeds, out of business. Leeds. Pet Jan 13. Ord Jan 13. Exam Feb 2 at 11

## FIRST MEETINGS.

Archer, Plato, Gateshead, Durham, Grocer. Jan 26 at 3. Official Receiver, Pink lane, Newcastle on Tyne  
Beard, Michael Hill, Leicester, Tailor. Jan 22 at 3. Official Receiver, 28, Friar lane, Leicester  
Beardmore, James, the elder, Newcastle under Lyme, Ironmonger. Jan 22 at 11.30. Official Receiver, Newcastle under Lyme  
Blatchford, George, Barnstaple, Carpenter. Jan 22 at 10. George Otten, Strand, Barnstaple  
Brightman, Thomas, Little Staughton, Bedfordshire, Farmer. Jan 25 at 12.30. Greyhound Inn, Sandy, Bedfordshire  
Brown, William, Gateshead, Durham, Nurseryman. Jan 26 at 2.30. Official Receiver, Pink lane, Newcastle on Tyne  
Burton, John, High rd, Lower Clapton, House Decorator. Jan 27 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
Chase, Herbert, Thavies inn, Holborn, Tea Merchant. Jan 27 at 2. 33, Carey st, Lincoln's inn  
Crombie, Sidney, Telegraph st, Stock Broker. Feb 1 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
Dixon, Hercules Henry, Lowestmoor, Worcester, Builder. Jan 25 at 11.30. Official Receiver, Worcester  
Edwards, Frank Ernest, Gt Gtorth, Northumberland, Mercantile Clerk. Jan 27 at 11. Official Receiver, Pink lane, Newcastle on Tyne  
Fawn, George, Cavendish rd, Brondesbury, Stone Agent. Jan 25 at 11. 33, Carey st, Lincoln's inn  
Fletcher, Edward, Swansea, Auctioneer. Jan 25 at 12. Queen's Hotel, Birmingham  
Foster, Samuel, Headingley, Leeds, Gent. Jan 25 at 11. Official Receiver, St. Andrew's chbrs, 22, Park row, Leeds  
Garthwaite, Whately, Dalton, Huddersfield, out of business. Jan 25 at 3. Official Receiver, Albert bldgs, New st, Huddersfield, Yorks  
Gedney, —, York st, Portman sq, Widow. Jan 25 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
Goodwin, Tugwell Robins, St. Peter's sq, Hammersmith, Gent. Jan 23 at 2. 33, Carey st, Lincoln's inn  
Higgins, John, Cheltenham, Licensed Victualler. Jan 23 at 10.30. County court, Cheltenham  
Hill, John, Manchester, Fruit Salesman. Feb 1 at 3.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester  
Holiday, H. T., Southampton bldgs, Chancery lane, Hotel Proprietor. Jan 27 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
Hope, George, Armthwaite, Cumberland, Innkeeper. Jan 26 at 12. Official Receiver, 34, Fisher st, Carlisle  
Jones, James, Dowlands, Glamorganshire, Outfitter. Jan 25 at 12. Official Receiver, Merthyr Tydfil  
Moran, Edward, Llanidloes, Montgomeryshire, Innkeeper. Jan 25 at 1. Official Receiver, Llanidloes  
Parker, Albert Samuel, Walton, Suffolk, Carpenter. Jan 26 at 12. Official Receiver, 2, Westgate st, Ipswich  
Pipe, Willress Nathaniel, Newcastle on Tyne, House Furnisher. Jan 25 at 11. Official Receiver, Pink lane, Newcastle on Tyne  
Price, Joseph, Portsea, Hants, Grocer. Feb 1 at 3. Official Receiver, 166, Queen st, Portsea  
Quinton, Rowland, Tunstall, Staffordshire, Clothier. Jan 22 at 11.30. Official Receiver, Newcastle under Lyme  
Richmond, Frederick James, Oldham, Lancashire, Veterinary Surgeon. Jan 25 at 3. Official Receiver, Priory chbrs, Union st, Oldham  
Roper, Alfred C., and Co., Mimcine lane, Colonial Brokers. Jan 25 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
Spencer, James, Murrah Hall, nr Penrith, Farmer. Jan 26 at 3. Official Receiver, 34, Fisher st, Carlisle  
Spink, Edward, Wilstrop, Yorks, Farmer. Jan 27 at 12. Official Receiver, 17, Blake st, York  
Spink, Thomas Clarkson, Gt Grimsby, Lincolnshire, Coal Merchant. Jan 27 at 2. Official Receiver, 3, Haven st, Gt Grimsby  
Wales, Dan, Ifield, Sussex, Builder. Jan 22 at 12. Official Receiver, 39, Bond st, Brighton  
Wentworth, William Digby, Clarges st, Mayfair, Gent. Jan 27 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
Whittingham, James, Great Stambidge, Essex, Blacksmith. Jan 26 at 12. Public Hall, Southend on Sea

## ADJUDICATIONS.

Archer, Plato, Gateshead, Durham, Grocer. Newcastle on Tyne. Pet Dec 19. Ord Jan 12  
Blatchford, George, Barnstaple, Carpenter. Barnstaple. Pet Jan 9. Ord Jan 11  
Box, Edwin, jun, Dewsbury, Yorks, Herring Curer. Dewsbury. Pet Jan 5. Ord Jan 12  
Brown, William, Gateshead, Nurseryman. Newcastle on Tyne. Pet Dec 29. Ord Jan 12  
Burr, James Anderson, Leeds, Agent for the Sale of Timber. Leeds. Pet Jan 9. Ord Jan 11  
Cubitt, William Partridge, Upton, Norfolk, Farmer. Norwich. Pet Dec 10. Ord Jan 13  
Dare, Robert, Beadon, Somerset, Licensed Victualler. Bridgwater. Pet Dec 23. Ord Jan 11  
Davies, John, Llanbadarnfreglwy, Cardigan, Farmer. Aberystwith. Pet Jan 9. Ord Jan 11  
De Castro, Henrique Borges, residence unknown, Wine Merchant. High Court. Pet Nov 3. Ord Jan 12  
Dickinson, Samuel, North Shields, Fruiterer. Newcastle on Tyne. Pet Dec 30. Ord Jan 13  
Dixon, Hercules Henry, Worcester, Builder. Worcester. Pet Jan 11. Ord Jan 11  
Engall, Thomas Barnabas, Norwich, Game Salesman. Norwich. Pet Dec 19. Ord Jan 11  
Farley, Charles Tucker, and John Hymas, Great Wakering, Essex, Grocers. Chelmsford. Pet Nov 6. Ord Jan 7  
Fletcher, J. F., Oswaldtwistle, Lancashire, Music Seller. Blackburn. Pet Aug 10. Ord Jan 13  
Foster, Samuel, Headingley, Leeds, Gent. Leeds. Pet Jan 4. Ord Jan 11  
Higgins, John, Cheltenham, Licensed Victualler. Cheltenham. Pet Jan 9. Ord Jan 12  
Hill, John, Manchester, Fruit Salesman. Manchester. Pet Jan 11. Ord Jan 11  
Hope, George, Armthwaite, Cumberland, Innkeeper. Carlisle. Pet Jan 12. Ord Jan 12  
Ister, Nicholas, Holloway rd, Baker. High Court. Pet Jan 11. Ord Jan 11  
Little, Ann, Irthington, Cumberland, Widow. Carlisle. Pet Nov 11. Ord Jan 11  
Price, Joseph, Portsea, Hampshire, Grocer. Portsmouth. Pet Jan 11. Ord Jan 11  
Quinton, Rowland, Tunstall, Clothier. Hanley, Burslem, and Tunstall. Pet Jan 11. Ord Jan 13

Ridge, William, and Robert Ridge, Barnstaple, Carpenters. Barnstaple. Pet Dec 21. Ord Jan 11  
Roddam, William, Stanhope, Durham, Innkeeper. Durham. Pet Dec 10. Ord Dec 10  
Rowbotham, William, Mossley, Lancashire, Grocer. Ashton under Lyne and Stalybridge. Pet Dec 18. Ord Jan 9  
Sadler, Frank, Manchester rd, Cubitt Town, Manager to Licensed Victualler. High Court. Pet Jan 11. Ord Jan 11  
Sims, Henry, Cheltenham, Baker. Cheltenham. Pet Nov 13. Ord Jan 13  
Somerton, Frederick Wallace, Worcester, Printer. Worcester. Pet Dec 19. Ord Jan 13  
Spink, Thomas Clarkson, Gt Grimsby, Coal Merchant. Gt Grimsby. Pet Jan 9. Ord Jan 12  
Turnbull, Robert, Bristol, Licensed Victualler. Bristol. Pet Dec 17. Ord Jan 12  
Whittingham, James, Gt Stambidge, Essex, Blacksmith. Chelmsford. Pet Jan 11. Ord Jan 11  
Williams, Griffith Arthur, Barmouth, Merionethshire, Tailor. Aberystwith. Pet Jan 5. Ord Jan 13  
Wills, John, late Dartford, Kent, Licensed Victualler. High Court. Pet Nov 20. Ord Jan 11  
Winckworth, Henry Richmond, Cricklade, Wilts, Hotel Keeper. Swindon. Pet Dec 29. Ord Jan 12  
Winter, Elizabeth, Gateshead, Cabinet Maker. Newcastle on Tyne. Pet Dec 3. Ord Jan 11

TUESDAY, Jan. 19, 1886.

## RECEIVING ORDERS.

Abell, William Henry, Hereford, China Dealer. Hereford. Pet Jan 14. Ord Jan 14. Exam Feb 16  
Amies, Charles, Loose, Kent, Stone Quarry Proprietor. Maidstone. Pet Jan 16. Ord Jan 16. Exam Feb 3  
Borton, Henry, Leamington, Leather Seller. Warwick. Pet Jan 13. Ord Jan 16. Exam Feb 9  
Compton, Edward, Nottingham, Clerk. Nottingham. Pet Jan 14. Ord Jan 14. Exam Feb 16  
Cooper, Thomas, Ashborne, Derbyshire, Brewer. Burton on Trent. Pet Jan 15. Ord Jan 15. Exam Feb 17 at 1  
Davis, John, Eym, Derbyshire, Farmer. Derby. Pet Jan 15. Ord Jan 15. Exam Feb 6  
Dixon, John English, and Herbert Keyworth, Nottingham, Leatherdressers. Nottingham. Pet Dec 18. Ord Jan 15. Exam Feb 16  
Findling, Samuel, Raunds, Northamptonshire, Draper. Northampton. Pet Jan 15. Ord Jan 15. Exam Feb 9  
Foster, William, Lincoln, Coachbuilder. Lincoln. Pet Jan 2. Ord Jan 15. Exam Feb 9 at 3.30  
Garfoot, Charles, Ryhall, Rutlandshire, Publican. Peterborough. Pet Jan 15. Ord Jan 16. Exam Feb 8 at 12  
Giddens, George, Hithe, Norfolk, Farmer. Norwich. Pet Jan 13. Ord Jan 14. Exam Feb 17 at 12 at Shirehall, Norwich Castle  
Goddin, John, Taunton, Oil Merchant. Taunton. Pet Jan 14. Ord Jan 14. Exam Feb 9 at 2 at Guildhall, Taunton  
Gray, Henry, Old Goole, Yorks, Boarding Clerk. Wakefield. Pet Jan 14. Ord Jan 14. Exam Feb 11  
Harrison, Thomas, jun., South Shields, Joiner. Newcastle on Tyne. Pet Jan 16. Ord Jan 16. Exam Jan 25  
Hart, William Alfred, Bournemouth, Hardwareman. Poole. Pet Jan 14. Ord Jan 14. Exam Feb 24 at 12 at Townhall, Poole  
Herd, James, Brighton, Licensed Victualler. Brighton. Pet Jan 5. Ord Jan 16. Exam Feb 11 at 11  
Howard, Abel, Deritend, Birmingham, Boot Maker. Birmingham. Pet Jan 16. Ord Jan 16. Exam Feb 10  
Hughes, Hugh, Portmadoc, Carnarvonshire, Builder. Bangor. Pet Jan 16. Ord Jan 15. Exam Feb 1 at 12.30  
Jones, Edom Samuel, Bilston, Fruit Merchant. Wolverhampton. Pet Jan 13. Ord Jan 13. Exam Feb 1  
Jones, John, Tynawr Llanwern, Brecon, Farmer. Merthyr Tydfil. Pet Jan 13. Ord Jan 13. Exam Feb 3  
Kilby, William, Willscaden Green, Timber Merchant. High Court. Pet Dec 23. Ord Jan 15. Exam Feb 18 at 11.30 at 34, Lincoln's inn fields  
Kynaston, Robert Charles, Margaret st, Clerkenwell, Licensed Victualler. High Court. Pet Jan 14. Ord Jan 14. Exam Feb 18 at 11 at 34, Lincoln's inn fields  
Lamb, James Morgan, Lower Town, Fishguard, Grocer. Pembroke Dock. Pet Jan 14. Ord Jan 14. Exam Jan 25 at 12  
Lewis, George, Longport, Staffordshire, Licensed Victualler. Hanley, Burslem, and Tunstall. Pet Jan 15. Ord Jan 15. Exam Feb 19 at 11 at Townhall, Hanley  
Long, Daniel, Gloucester, Fishmonger. Gloucester. Pet Jan 15. Ord Jan 15. Exam Feb 23  
Lowe, Joseph, Lower Broughton, Lancashire. Salford. Pet June 30. Ord Jan 12. Exam Jan 27 at 11  
Mathers, Samuel, Leeds, Cloth Manufacturer. Leeds. Pet Jan 14. Ord Jan 14. Exam Feb 2 at 11  
Montgomery, George, Lincoln, Coal Merchant. Lincoln. Pet Jan 13. Ord Jan 13. Exam Feb 9 at 8.30  
Moore, Noah, Bradford, Engineer. Bradford. Pet Jan 15. Ord Jan 15. Exam Feb 2  
Nash, Arthur, Lowestoft, Suffolk, Fish Merchant. Great Yarmouth. Pet Jan 15. Ord Jan 15. Exam March 1 at 2.30 at Townhall, Great Yarmouth  
Ollerton, John, Barrow in Furness, Draper. Ulverston and Barrow in Furness. Pet Jan 6. Ord Jan 15. Exam Feb 3 at 3  
Rowlands, Thomas Christopher, Midway pk, Canonbury, Dentist. High Court. Pet Dec 30. Ord Jan 14. Exam Feb 23 at 11.30 at 34, Lincoln's inn fields  
Smith, John, South Shields, Cab Proprietor. Newcastle on Tyne. Pet Jan 16. Ord Jan 16. Exam Jan 28  
Steele, John Hanley, Innkeeper. Hanley, Burslem, and Tunstall. Pet Jan 14. Ord Jan 14. Exam Feb 19 at 11 at Townhall, Hanley  
Taylor, George, Manchester, Girder Maker. Manchester. Pet Jan 15. Ord Jan 15. Exam Feb 1 at 2.15  
Taylor, John Beadle, Kegworth, Leicestershire, Commission Agent. Leicester. Pet Jan 16. Ord Jan 14. Exam Feb 10 at 10  
Thompson, Stephen, Barton, nr Preston, Lancashire, Farmer. Preston. Pet Jan 16. Ord Jan 16. Exam Feb 12  
Thornton, George, Morecambe, Lancashire, Grocer. Preston. Pet Jan 14. Ord Jan 14. Exam Feb 12  
Torrens, William Torrens McCullagh, Brixton rd, Barrister at law. High Court. Pet Nov 19. Ord Jan 14. Exam Feb 23 at 11.30 at 34, Lincoln's inn fields  
Vale, Rowland William Henry, Fulham rd, Provision Dealer. High Court. Pet Jan 16. Ord Jan 17. Exam Feb 23 at 11.30 at 34, Lincoln's inn fields  
Walton, John, Whitechapel rd, Tailor. High Court. Pet Jan 15. Ord Jan 15. Exam March 2 at 11 at 34, Lincoln's inn fields  
Wolsey, John, Wetheringsett, Suffolk, Labourer. Ipswich. Pet Jan 15. Ord Jan 15. Exam Feb 19 at 11  
Woodall, Alfred, Brayton, nr Selby, Joiner. York. Pet Jan 14. Ord Jan 14. Feb 12 at 11 at Guildhall, York

The following amended notice is substituted for that published in the London Gazette of Jan 8.  
Garthwaite, Charles Wheatley, Dalton, Huddersfield, out of business. Huddersfield. Pet Jan 4. Ord Jan 4. Exam Jan 23 at 11



## FIRST MEETINGS.

Barker, William Benjamin, Liverpool, Master Mariner. Jan 27 at 2. Official Receiver, Victoria st, Liverpool.  
 Bratley, William Henry Benrose, Boston, Lincolnshire, Late Savings Bank Actuary. Feb 4 at 12. Official Receiver, 48, High st, Boston.  
 Burr, James Anderson, Leeds, Agent for Sale of Timber. Jan 28 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds.  
 Chew, Henry, Luton, Bedfordshire, Draper. Jan 27 at 12. Ewen and Roberts, 43, the Outer Temple, 222 and 225, Strand.  
 Clarke, Charles James, Haddenham, Buckinghamshire, Hay Dealer. Feb 10 at 11. County Court, Aylesbury.  
 Clayton, Joseph Byron, Nottingham, Photographer. Jan 26 at 12. Official Receiver, 1, High pavement, Nottingham.  
 Cooper, Thomas, Ashbourne, Derbyshire, Brewer. Jan 29 at 2.30. Official Receiver, St James's chbrs, Derby.  
 Dance, Charles William (Spp Estate), Lowestoft, Suffolk, Fish Salesman. Jan 27 at 3.15. Suffolk Hotel, Lowestoft.  
 Davies, John, Llanbadarnfrefeglwys, Cardiganshire, Farmer. Jan 27 at 1.30. Townhall, Aberystwith.  
 Davis, John, Eym, Derbyshire, Farmer. Jan 26 at 1.45. Rutland Arms, Bakenwell.  
 Giddens, George, Hith, Norfolk, Farmer. Jan 28 at 10. Railway Hotel, Brandon.  
 Godden, John, Taunton, Oil Merchant. Jan 25 at 12.15. George and Railway Hotel, Victoria st, Liverpool.  
 Harrison, Thomas, jun, South Shields, Joiner. Jan 30 at 11.30. Official Receiver, Pink lane, Newcastle on Tyne.  
 Hart, William Alfred, Bournemouth, Hardwarman. Jan 28 at 2. Inns of Court Hotel, High Holborn, London.  
 Heynes, Henry, Archway House, Bush lane, Shipping Agent. Jan 28 at 11. 33, Carey st, Lincoln's inn.  
 Hodgkinson, Henry, Wigan, Butcher. Jan 28 at 10.30. County Court, Wigan.  
 Jackson, Edward Samuel, Speldhurst, Kent, Farmer. Jan 26 at 2.30. Spencer and Reeves, Camden rd, Tunbridge Wells.  
 Jones, Edom Samuel, Bilton, Fruit Merchant. Jan 27 at 10.30. Official Receiver, St Peter's close, Wolverhampton.  
 Jones, John, Llanwrn, Breconshire, Farmer. Jan 28 at 12. Castle Hotel, Brecon.  
 Jones, Samuel Taylor, Rhosddu, Denbighshire, Engineer. Jan 29 at 3. Official Receiver, Eastgate row, Chester.  
 Lamb, James Morgan, Fishguard, Pembrokeshire, Grocer. Jan 29 at 12. Official Receiver, 11, Quay st, Carmarthen.  
 Leason, Robert, Leeds, Glass Dealer. Jan 27 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds.  
 Lewis, George, Longport, Staffordshire, Licensed Victualler. Jan 28 at 11. Official Receiver, Newcastle under Lyme.  
 Littlewood, Horatio (Separate Estate), Great Yarmouth, Shipping Agent. Jan 27 at 8. Suffolk Hotel, Lowestoft.  
 Littlewood, Horatio, and Charles William Dance, Lowestoft, Suffolk, Fishing Boat Owners. Jan 27 at 2.30. Suffolk Hotel, Lowestoft.  
 Long, Daniel, Gloucester, Fishmonger. Jan 28 at 12. Official Receiver, 15, King st, Gloucester.  
 Lowe, Joseph, Lower Broughton, Lancashire. Jan 27 at 11.30. Court-house, Encombe pl, Salford.  
 Montgomery, George, Lincoln, Coal Merchant. Feb 9 at 12. Official Receiver, 2, St Benedict's sq, Lincoln.  
 Morgan, James, Dinas, Glamorganshire, Grocer. Jan 26 at 12. Official Receiver, Merthyr Tydfil.  
 Morris, John, Penrhynedraeth, Retired Licensed Victualler. Feb 2 at 11. Sportsman Hotel, Portmadoc.  
 Nash, Arthur, Lowestoft, Suffolk, Fish Merchant. Jan 27 at 4. Suffolk Hotel, Lowestoft.  
 Oeang, Frederic William Ludweg, Wardour st, Soho, Boot Manufacturer. Jan 27 at 11. 33, Carey st, Lincoln's inn.  
 Owles, Eustace William, 22, Chancery lane, Solicitor. Jan 28 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Page, Frank, Carter lane, Linen Collar Manufacturer. Jan 27 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Pollock, William, jun, Sunderland, Tailor. Jan 26 at 1.30. Official Receiver, 21, Fawcett st, Sunderland.  
 Rees, James, St Isell, Pembrokeshire, Miller. Jan 26 at 2. Official Receiver, 11, Quay st, Carmarthen.  
 Richens, Edwin, Vere st, Clare Market, Licensed Victualler. Jan 29 at 11. 33, Carey st, Lincoln's inn.  
 Riley, George, Hucknall, Torkard, Nottinghamshire, Cellarman. Jan 26 at 2. Official Receiver, 1, High pavement, Nottingham.  
 Riley, John, Nottingham, Engineer. Jan 27 at 12. Official Receiver, 1, High pavement, Nottingham.  
 Sadler, Frank, Manchester rd, Cubitt Town, Manager to Licensed Victualler. Jan 28 at 12. 33, Carey st, Lincoln's inn.  
 Shepherd, George William David, Folkestone, Plasterer. Jan 29 at 10. 32, St. George's st, Canterbury.  
 Smith, John, South Shields, Cab Proprietor. Jan 30 at 11. Official Receiver, Pink lane, Newcastle on Tyne.  
 Snaith, Charles Hermous, Alton, Hants, Grocer. Jan 26 at 2.30. Official Receiver, 74, High st, Winchester.  
 Steele, John, Hanley, Staffordshire, Late Licensed Victualler. Jan 27 at 3. Official Receiver, Newcastle under Lyme.  
 Strowger, George, Kessingland, Suffolk, Fishing Boat Owner. Jan 27 at 3.30. Suffolk Hotel, Lowestoft.  
 Taylor, John Readie, Kegworth, Leicestershire, Commission Agent. Jan 28 at 12. 28, Friar lane, Leicester.  
 Thornton, George, Morecambe, Lancashire, Grocer. Jan 28 at 1. Queen's Hotel Morecambe.  
 Ward, Mark, Batley, Yorks, Woollen Manufacturer. Jan 28 at 11. Official Receiver, Batley.  
 Williams, Griffith Arthur, Barmouth, Merionethshire, Tailor. Jan 27 at 1. Townhall, Aberystwith.  
 Wills, John, Late Dartford, Kent, Licensed Victualler. Jan 28 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Winfield, John, Leeds, out of business. Jan 27 at 12. Official Receiver, St. Andrew's chbrs, 22, Park row, Leeds.  
 Wolsey, John, Wetheringsett, Suffolk, Labourer. Jan 29 at 12. Official Receiver, 2, Westgate st, Ipswich.  
 Woodall, Alfred, Brayton, nr Selby, Joiner. Jan 27 at 11. Official Receiver, 17, Blake st, York.

## ADJUDICATIONS.

Attfield, James, Birmingham, Basket Manufacturer. Birmingham. Pet Jan 8. Ord Jan 16.  
 Bain, Donald, Durham, Draper. Newcastle on Tyne. Pet Jan 2. Ord Jan 16.  
 Barker, Frank Peter, Liverpool, Paint Manufacturer. Liverpool. Pet Dec 19. Ord Jan 14.  
 Billson, Anstruther Harto, Dover, Grocer. Canterbury. Pet Nov 26. Ord Jan 13.  
 Blakey, John Samuel, Scarborough, Carter. Scarborough. Pet Dec 30. Ord Jan 16.  
 Bramley, Thomas, Harrogate, Poultry Dealer. York. Pet Dec 31. Ord Jan 14.  
 Brine, Samuel Crapon, Coventry, Manager, formerly Tea Dealer. Coventry. Pet Dec 22. Ord Jan 16.  
 Brown, Henry, Buxton, Derbyshire, Bookseller. Stockport. Pet Jan 4. Ord Jan 15.

Clarke, William John, Haughton, nr Stafford, Builder. Stafford. Pet Jan 5. Ord Jan 15.  
 Cleaver, Frederick, Nottingham, Engineer. Nottingham. Pet Dec 10. Ord Jan 14.  
 Cunningham, John, Austin Friars, Clerk. High Court. Pet May 14. Ord Jan 14.  
 Davis, John, and Thomas Devison, Westbromwich, Staffordshire, Brick Manufacturers. Gidbury. Pet Dec 16. Ord Jan 14.  
 Davis, John, Eym, Derbyshire, Farmer. Derby. Pet Jan 15. Ord Jan 15.  
 Edwards, Frank Ernest, Gosforth, Northumberland, Mercantile Clerk. Newcastle on Tyne. Pet Jan 13. Ord Jan 16.  
 Forsythe, John, Camden rd, Turf Commission Agent. High Court. Pet Oct 23. Ord Jan 14.  
 Frewin, James, Oxford, Grocer. Oxford. Pet Dec 22. Ord Jan 16.  
 Gibbins, John Durant, Tawton, Devon, Farmer. East Stonehouse. Pet Jan 6. Ord Jan 14.  
 Hall, George, Cresselly, nr Pembroke, Grocer. Pembroke Dock. Pet Dec 7. Ord Jan 15.  
 Harrison, Thomas, jun, South Shields, Joiner. Newcastle on Tyne. Pet Jan 16. Ord Jan 16.  
 Helsby, William George, jun, Denbigh, Photographer. Bangor. Pet Jan 5. Ord Jan 15.  
 Hewitt, George, and Francis Hewitt, Birmingham, Bakers. Birmingham. Pet Jan 12. Ord Jan 16.  
 Hodgkinson, Henry, Wigan, Butcher. Wigan. Pet Jan 12. Ord Jan 14.  
 Holliday, H. T., Southampton bldgs, Chancery lane, Hotel Proprietor. High Court. Pet Nov 11. Ord Jan 14.  
 Homer, Charles Hume, and Arthur Jason Outler, Southampton row, High Holborn, Builders. High Court. Pet Dec 15. Ord Jan 16.  
 Howard, Ernest, Knapp rd, Devons rd, Bow, Surveyor. High Court. Pet Dec 22. Ord Jan 15.  
 Huggett, Leonard, and James Coster, Eastbourne, Builders. Lewes and Eastbourne. Pet Dec 22. Ord Jan 14.  
 Jones, Edom Samuel, Bilton, Staffordshire, Fruit Merchant. Wolverhampton. Pet Jan 13. Ord Jan 15.  
 Jones, James, Downis, Glamorganshire, Outfitter. Merthyr Tydfil. Pet Jan 11. Ord Jan 15.  
 Jordan, Mary, Brighton, Lodging House Keeper. Brighton. See 103. Ord Jan 15.  
 Jones, Samuel Taylor, Rhosddu, Denbighshire, Mining Engineer. Wrexham. Pet Jan 7. Ord Jan 15.  
 Kyness, Robert, Charles, Margaret st, Clerkenwell, Licensed Victualler. High Court. Pet Jan 14. Ord Jan 14.  
 Lane, William, Eign st, Hereford, Innkeeper. Hereford. Pet Dec 22. Ord Jan 15.  
 Lidley, Edward, Balsall heath, Worcestershire, Baker. Birmingham. Pet Jan 12. Ord Jan 16.  
 Lovelace, Benjamin, London wall, Bootmaker. High Court. Pet Dec 16. Ord Jan 11.  
 Morganti, P., Brighton, Restaurant Proprietor. Brighton. Pet Jan 1. Ord Jan 15.  
 Morris, Benjamin, and William Rowland Harris, Merthyr Tydfil, Grocers. Merthyr Tydfil. Pet Jan 1. Ord Jan 15.  
 Nunn, George Frederick Roper, Bradfield St George, Suffolk, Farmer. Bury St Edmunds. Pet Dec 29. Ord Jan 15.  
 Owen, James, Bangor, Carnarvonshire, Mariner. Bangor. Pet Dec 31. Ord Jan 14.  
 Parker, Albert Samuel, Walton, Suffolk, Carpenter. Ipswich. Pet Jan 12. Ord Jan 14.  
 Peimington, Arthur Stuart, Bolton, Lancashire, Solicitor. Bolton. Pet Dec 21. Ord Jan 14.  
 Pim, Alfred Ernest, Bristol, Seed Merchant. Bristol. Pet Dec 21. Ord Jan 16.  
 Rees, James, Haroldstone, St Isells, Pembrokeshire, Miller. Pembroke Dock. Pet Jan 11. Ord Jan 15.  
 Sayer, George Edward, Queen's terrace, Kirkwood rd, Peckham, Carpenter. High Court. Pet Dec 21. Ord Jan 16.  
 Seeldore, Theodore, Clapham rd, Wandsworth, Builder. High Court. Pet Dec 16. Ord Jan 14.  
 Short, George James, Portsea, Hants, Grocer. Portsmouth. Pet Dec 5. Ord Jan 11.  
 Smith, John, South Shields, Cab Proprietor. Newcastle-on-Tyne. Pet Jan 16. Ord Jan 14.  
 Snaith, Charles Hermous, Alton, Hampshire, Grocer. Winchester. Pet Jan 12. Ord Jan 14.  
 Staddon, George Henry, Torquay, Innkeeper. Exeter. Pet Jan 1. Ord Jan 15.  
 Strowger, George, Kessingland, Suffolk, Fishing Boat Owner. Gt. Yarmouth. Pet Jan 13. Ord Jan 16.  
 Tanner, John, Oxford, Confectioner. Oxford. Pet Dec 29. Ord Jan 12.  
 Taylor, George, Manchester, Girder Maker. Manchester. Pet Jan 15. Ord Jan 15.  
 Toye, Daniel, jun, Aldrington, Sussex, Builder. Brighton. Pet Dec 7. Ord Jan 15.  
 Varley, Joseph, Huddersfield, Licensed Victualler. Huddersfield. Pet Nov 12. Ord Jan 13.  
 Wilkinson, Arthur, Shipley, York, Coal Merchant. Bradford. Pet Dec 18. Ord Jan 16.  
 Winfield, John, Leeds, out of business. Leeds. Pet Jan 13. Ord Jan 15.  
 Wolsey, John, Wetheringsett, Suffolk, Labourer. Ipswich. Pet Jan 16. Ord Jan 15.

## CONTENTS.

CURRENT TOPICS .....	195	Anglo-Swiss Condensed Milk Co. v. Metcalf .....	201
THE LONDON MEETINGS OF THE INCORPORATED LAW SOCIETY .....	196	Rolls v. Rolls .....	201
THE LAW OF CONSPIRACY AS APPLIED TO TRADE COMPETITION .....	197	Moore v. Deakin .....	202
TEMPORARY TRUSTEES .....	198	Merchant Banking Co. of London v. London and Lancashire Bank .....	202
RECENT DECISIONS .....	199	CASES AFFECTING SOLICITORS:—	
REVIEWS .....	199	Batten v. Wedgwood Coal and Iron Co. ....	202
CORRESPONDENCE .....	199	Re Barber .....	202
CASES OF THE WEEK:—		SOCIETIES .....	203
COURT OF APPEAL:—		LAW STUDENTS' JOURNAL .....	203
Wood v. Lambert, Re Wood's Trade-Mark .....	200	ORBITAL .....	203
HIGH COURT OF JUSTICE:—		LEGAL APPOINTMENTS .....	203
Orange v. Martyn .....	200	COURT PAPERS .....	203
Ripley v. Sawyer .....	200	COMPANIES .....	203
Re Yelding and Westbrook .....	200	CREDITORS' CLAIMS .....	203
Re Price, Williams v. Jenkins .....	200	LONDON GAZETTES, &c., &c. ....	203
Duguid v. Fraser .....	201		
Haddow v. Bucktrout & Co. (Limited) .....	201		

The Editor does not hold himself responsible for the return of rejected communications.

**SCHWEITZER'S COCOATINA**

Anti-Dyspeptic Cocoa or Chocolate Powder.  
Guaranteed Pure Soluble Cocoa of the Finest Quality with the excess of fat extracted.

The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Lunch, or Supper, and invaluable for Invalids and Children."

Being without sugar, spice, or other admixture, it suits all palates keeps for years in all climates, and is four times the strength of cocoa thickened yet weakened with starch, &c., and is REALITY CHEAPER than such Mixtures.

Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny. COCOATINA A LA VANILLE is the most delicate, digestible, cheapest Manilla Chocolate, and may be taken when richer chocolate is prohibited.

In tins at 1s. 6d., 3s., 5s. 6d., &c., by Chemists and Grocers.

Charities on Special Terms by the Sole Proprietor, H. SCHWEITZER & Co., 10, Adam-st., Strand, London, W.

**MONEY ADVANCED**, at a day's notice, from £30 to £5,000, at low interest, to Ladies or Gentlemen, in Town or Country, for short or long periods, without publicity, upon promissory notes, life policies, leases, stocks, shares, jewellery, or plate; also upon mortgage of furniture, stock, plant, crops, or farm implements, without removal. No sureties required. Distance no object, as all loans may be repaid by cheques or postal orders, and so long as the interest is paid the principal can remain.—For full particulars apply direct to the lender, C. CHARLES, Esq., 4, Waterloo-place, Pall Mall, London, S.W.

**MONEY.—Wanted, to Borrow, £35,000.** upon Property of ample value in the United States of America, containing over 300,000 acres. The title is unimpeachable, having been recently confirmed by a decree of a court of competent jurisdiction in the States. The owner is a gentleman of means and position.—Only principals need apply to ALQUIS, care of Messrs. Pritchard, Englefield, & Co., Painters' Hall, Little Trinity-lane, London, E.C.

**REQUIRED, £19,000, at 4½ per Cent.**, to consolidate Mortgages on a first-class Property in Ireland. Principals only.—G. W., Office of this paper.

**SOLICITORS WILLING TO FINANCE BUILDERS.**—I have several First-class Builders who require financing to about half the cost of the Buildings. There is not the slightest risk, and good law charges can be arranged, and in some cases the granting of the leases. I have and am still advancing builders, and have never yet made a loss, and can refer solicitors or proposed lenders to solicitors who have and are advancing now thousands on my certificates. I shall be glad to receive inquiries.—Mr. OWENS, Auctioneer and Land Agent, West Hampstead Station, N.W.

**If you want Money without Fees—amounts £10 to £1,000—before applying elsewhere see Mr. O. CLIBURN, personally if possible, 48, Great Tower-street.**

**PARTNERSHIP.**—A City Solicitor of long standing is desirous of meeting with a Gentleman of position and address.—Apply, by letter, R. C., T. Sanders & Son, 7, Portugal-street, Lincoln's-inn, W.C.

**LAW PARTNERSHIP.**—A London Solicitor is prepared to admit a Partner.—Apply, by letter only, stating age, qualifications, capital, connexion, &c., to A., Edenhurst, Addlestone, Surrey.

**LAW.**—A Solicitor (admitted 1882), energetic, with four years' experience as Managing Clerk, desires a Partnership, or Managing Clerkship with a view to Partnership or Succession (country preferred). Experience general, chiefly Conveyancing; thorough knowledge of Registration Work, electoral and otherwise; and conversant with duties connected with other public appointments. Salary, £300.—Address, B. W., care of Messrs. Church, Rendell, & Co., 9, Bedford-row, W.C.

**LAW EXAMINATIONS.**—A Barrister (M.A., LL.M.) Reads in Chambers with Gentlemen preparing for the Bar, Solicitors', and other Legal Examinations. Each pupil taken separately. Terms for one hour daily: Five Guineas a month.—Address, A. Z., care of Mr. King, 37, Wharton-street, Lloyd-square, W.C.

**LAW COSTS PREPARED AND SETTLED** from Papers or otherwise. Advertiser has had 20 years' experience in leading firms, to whom reference can be made as to efficiency.—L. X., "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

**MANAGING CLERKSHIP WANTED** by a Young Solicitor, with or without a view to Partnership. Advertiser has had practical experience of General Business, more especially of Conveyancing, with a well-known North Country firm. Excellent testimonials.—H., Office of this Journal.

**TO YOUNG SOLICITORS.**—A Building Society Secretaryship is offered for towns over 7,000 inhabitants; new and special features; yield from 50 to 100 guineas per annum.—S. J., Rockmead House, Leytonstone, London.

**EDD AND SON,**

**ROBE MAKERS,**

BY SPECIAL APPOINTMENT,

To Her Majesty the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

CORPORATION ROBES, UNIVERSITY & CLERGY GOWNS ESTABLISHED 1860.

**94, CHANCERY LANE, LONDON.**

Just published, demy 8vo, price 25s., cloth, or 25s. circuit. With New Rules.

**THE ANNUAL PRACTICE, 1885-86.**—Being a Collection of the Statutes, Orders, and Rules relating to the General Practice, Procedure, and Jurisdiction of the Chancery and Queen's Bench Divisions of the High Court of Justice, and on Appeal therefrom to the Court of Appeal and to the House of Lords. With copious Notes, Forms, &c., and a Supplement containing the Rules of the Supreme Court, December, 1885. By T. SNOW, M.A., H. WINSTANLEY, and J. WALTON, Barristers-at-Law.

"This is a book which is to be seen at the elbows of most of the judges, and it ought also to be on the table of every practitioner in the High Court. We are not very prone to speak in high praise of the law books which come before us; but, having used this work ever since it was first issued, we think we are justified in saying that it is incomparably the best book of the kind which exists; probably, indeed, the best practice digest which was ever issued. It is certainly a great gain to the profession to have each year's decisions promptly winnowed out and placed in their proper connection with the enactments or rules to which they relate."—Solicitors' Journal, Dec. 5, 1885.

W. MAXWELL & SON, 8, Bell-yard, Temple Bar, W.C.; and H. SWEET & SONS, 3, Chancery-lane, W.C.

**MR. H. S. BOWEN, B.A., LL.B.** (First Class Honours in Common Law and Equity, London University, 1883), PREPARES for the Bar and Solicitors' EXAMINATIONS, and London Law Degrees.—Address, 4, Stone-buildings, Lincoln's-inn, W.C.

**RESULTS.**—The First Prize at the January Solicitors' Final, 1885, read with Mr. Bowen. At the recent April Honours the Second Prize.

During the year 1885 all Pupils for the Final, with two exceptions, have passed.

**SOLICITOR (admitted) desires General** Clerkship in London Office; thorough Criminal Law.—B. J., care of Mr. Williams, 45, Fordingley-road, St. Peter's-park, W.

**INTEMPERANCE.—Tower House Retreat.** Westgate-on-Sea, Kent, licensed under the Habitual Drunkards' Act, 1879.—The only establishment in the United Kingdom specially erected for Reception and Treatment of Ladies and Gentlemen desirous of overcoming habits of Intemperance. The house stands in its own grounds of nearly three acres, and is replete with every convenience, containing a large billiard room, spacious drawing rooms, smoking rooms, bath rooms, &c. Patients can be received under the H. D. Act or privately. Terms: from £10 to Five Guineas per week.—For prospectus and further particulars address J. H. BROWN, Principal Telegraphic address, Brown, Westgate-on-Sea. Visiting Physician, ALFRED S. STREET, M.A., M.D., B.S. Cantab.

**HOME for the TREATMENT and CURE** of INEBRIATES, High Shot House, Twickenham.—The sole establishment in Middlesex licensed under the Act. Charmingly secluded. Gentlemen only. Limited number taken. Billiard room, library, lawn tennis court, bowls, &c. The whole staff pledged abstainers. Terms—2½ to 5 guineas weekly.—Particulars from the Medical Superintendent, H. BRANTHWAITE, F.R.C.S. Ed.; and reference is permitted to Messrs. MUNTON & MORRIS, Solicitors, 95A, Queen Victoria-street, London.

**WINDFALL.**—In the utmost despair, the Advertiser inserts this advertisement as a last resource, and with the lingering hope that some reader of this Journal having means may be induced to come forward and render the aid earnestly sought. An immediate loan, at low interest, would be a real windfall, and would not only relieve him of difficulties which have seriously compromised his position, but will be of incalculable benefit to his future. Will some kind reader give Advertiser a helping hand before it is too late? If necessary, friends will guarantee the interest.—Address, in first instance, to H. LEE, 13, Saunders-road, Notting-hill, London.

**THIRD FLOOR OFFICES (good)** in one of the best Houses in Bedford-row, consisting of Four Rooms and Store Room.—Apply to Messrs. LANDER & BEDELL, Surveyors, 6, John-street, Bedford-row, W.C.

**UNTEARABLE LETTER COPYING BOOKS.**

HOWARD'S PATENT.

Stronger and more durable than any other Letter Copying Books now made.

THE COPYING BOOK FOR THE PROFESSION. PRICE LIST UPON APPLICATION.

**WODDERSPOON & CO.,** 7, SERLE STREET, AND 1, PORTUGAL STREET LINCOLN'S INN, W.C.

**ACCIDENTS OF DAILY LIFE**

INSURED AGAINST BY

**THE RAILWAY PASSENGERS' ASSURANCE COMPANY** (ESTABLISHED 1849),

**64, CORNHILL, LONDON.**

Capital ... £1,000,000.

Income ... £216,000.

COMPENSATION PAID FOR 112,000 ACCIDENTS,

**£2,215,000.**

**CHAIRMAN—HARVEY M. FARQUHAR, Esq.** Apply to the Clerks at the Railway Stations, the Local Agents, or

West-end Office:—8, GRAND HOTEL BUILDINGS, W.C.

Or at the

Head Office:—64, CORNHILL, LONDON, E.C.

**WILLIAM J. VIAN, Secretary.**

**THE CHANCERY LANE SAFE DEPOSIT, 61 & 62, Chancery-lane, London, W.C.** ABSOLUTE SECURITY AGAINST FIRE AND THEFT AT A TRIFLING COST.

It is the most complete Stronghold yet erected for the safe custody of valuables of every description, Documents, Jewellery, Plate Chests, Cash Boxes, &c. Prospectus and card to view will be forwarded post free on application to the Manager. The Renters of Safes have the use of convenient Writing and Waiting Rooms free of charge.

**DOWN AND SEA AIR, Sussex Coast.**—Mr. W. W. CROUCH, M.A., late Scholar Queen's, Oxon., PREPARES for PUBLIC SCHOOLS, &c. Fine position and grounds.—Blatchington-court, near Seaford.

**MR. B. A. REEVES, LAND AGENT and SURVEYOR, LONSDALE CHAMBERS, 27, CHANCERY LANE,** is prepared to conduct Sales of Freehold and Leasehold Properties by Auction on moderate terms. The Management of Property and Collection of Rents undertaken.

**MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST** of ESTATES and HOUSES to be SOLD or LET, including landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 50, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

**MESSRS. JOHNSON & DYMOND** beg to announce that their Sales by Auction of Plate, Watches, Chains, Jewellery, Precious Stones, &c., are held on Mondays, Wednesdays, Thursdays, and Fridays. The attention of Solicitors, Executors, Trustees, and others is particularly called to this ready means for the disposal of Property of deceased and other clients.

In consequence of the frequency of their sales Messrs. J. & D. are enabled to include large or small quantities at short notice (if required). Sales of Furniture held at private houses. Valuations for Probate or Transfer. Terms on application to the City Auction Rooms (established 1793), 38 and 39, Gracechurch-street, E.C.

Messrs. Johnson & Dymond beg to notify that their Auction Sales of Wearing Apparel, Piece Goods, Household and Office Furniture, Carpets, Bedding, &c., are held on each day of the week (Saturday excepted).

**INTEMPERANCE.**

**COLMAN HILL HOUSE RETREAT,** HALESOWEN, WORCESTERSHIRE.

Licensed under the Act of 1879, for Ladies only.

Terms from £2 2s. per week.

Apply to the Proprietors, Townsend House, Halesowen.